

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

City Commission Meeting
July 12, 2022
Agenda

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, July 12, 2022, at 7:30pm, in the City Commission Chambers, Pleasant Ridge City Hall, 23925 Woodward Avenue, Pleasant Ridge, MI 48069. The following items are on the Agenda for your consideration:

REGULAR CITY COMMISSION MEETING – 7:30 P.M.

1. **Meeting Called to Order.**
2. **Pledge of Allegiance.**
3. **Roll Call.**
4. **PUBLIC DISCUSSION – items not on the Agenda.**
5. **Governmental Reports.**
6. **City Commission Liaison Reports.**
 - **Commissioner Schmier – Historical Commission.**
 - **Commissioner Budnik – Recreation Commission.**
 - **Commissioner Lenko – Ferndale Public Schools.**
 - **Commissioner Perry – Planning/DDA.**
7. **Consent Agenda.**

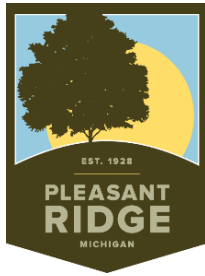
All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

 - a. Minutes of the Public Hearing and Regular City Commission Meeting held Tuesday, June 14, 2022.
 - b. Monthly Disbursement Report.
 - c. Resolution regarding 2022 Federal Poverty Guidelines, as amended.
 - d. Request by Clean Water Action to solicit door-to-door from July 13 – August 31, 2022.
8. **Cork Liquor License discussion.**
9. **City Manager's Report.**

10. Other Business.

11. Adjournment.

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.



City of Pleasant Ridge
 23925 Woodward Avenue
 Pleasant Ridge, Michigan 48069

City Commission Meeting June 14, 2022

Having been duly publicized, Mayor Scott called the meeting to order at 7:31pm.

Present: Commissioners Budnik, Lenko, Perry Schmier, Mayor Scott.
 Also Present: City Manager Breuckman, City Clerk Allison.
 Absent: None.

Introduction of Police Officer Patrick Lemke and Officer Pharoh Johnson

Chief Nowak introduced Officer Johnson. Officer Lemke was unable to attend the meeting.

Public Discussion

Ted Zachary, 68 Devonshire, would like to create a city motto and include the word “kindness”. Would like the city to participate in “No Mow May”. Teds’s Terrific Tip – wear a bike helmet with you are on a ladder for protection. Butternut squash challenge still ongoing. Brought small plants to give to the Commission.

Howard Smith, 60 Woodward Heights, traffic issues on Woodward Heights. Would like Woodward Heights engineered for calming before other streets and major roads. Has been emailing the City Manager for assistance with the truck traffic, and he has been helpful with the truck traffic. Thanked the police department for the extra patrols.

Deb Hemmi, Huntington Woods Library Director, gave an update on events related to the Huntington Woods Library.

Charlie LeDuff, 8 Woodside Park, his yard abuts the park behind the Community Center, read the noise ordinance. Believes the noise coming from the Community Center is excessive and has been getting worse over the past few years. Does not want to call the police department for excessive noise. Request the community center staff police their own building for noise.

Bobby Laurance, Senator Bullocks office, no report.

Governmental Reports

Chief Nowak gave an update regarding the police department, crime statistics, code enforcement issues, gun locks are available free of charge at the Police Department.

City Commission Liaison Reports

Perry reported on information related to the Planning Commission/DDA. No meeting was held since the last City Commission meeting. The next regular meeting is scheduled for July 25th.

Schmier reported on events related to the Historical Commission. Pewabic Tile are available for purchase in the Historical Museum, when open, and at City Hall during business hours. Museum

will be opened for an hour before City Commission meetings throughout the summer. Normal Saturday opening hours will continue. Garden Sanctuary Tour has been cancelled for 2022, looking towards 2023 with the possibility of a full home and garden tour.

Budnik reported on events related to the Recreation Department Commission. Summer Camp Class and activity registrations are available online. Ridger will be delivered soon and will be available online.

Lenko reported on information related to the Ferndale Public Schools. Meetings are viewable on YouTube. Last meeting was May 16th and the next meeting will be June 20th. Superintendent search has been narrowed down to two finalists. Interviews for the finalists will be this week.

Consent Agenda

22-3565

Motion by Commissioner Perry, second by Commissioner Schmier, that the Consent Agenda be approved.

Adopted: Yeas: Commissioner Perry, Schmier, Budnik, Lenko, Mayor Scott.
 Nays: None.

Fiscal year 2022-2023 Combined City Budget and the 2022 Millage Rates

Breuckman gave an overview of the fiscal year 2023 budget and the 2022 millage rates, including the breakdown of the millage rate and distribution. He discussed upcoming projects and goals for the City in the next fiscal year.

Mayor Scott opened the public hearing at 8:04pm, with no comments or discussion, Mayor Scott closed the public hearing at 8:05pm.

22-3566

Motion by Commissioner Perry, second by Commissioner Schmier that the 2022-2023 Combined City Budgets be approved and that the Budget Resolution be adopted, including the levying of 12.1726 mills for the General Fund Operating, 2.5438 mills for Infrastructure Improvements, 1.4526 mills for Solid Waste and Disposal, 0.2700 for Publicity, 0.3380 mills for Library Services, 1.0784 mills for Community Center Complex Operations, 1.0400 mills for Community Center Complex Debt Service, 0.1290 mills for Park Improvement, 1.2766 mills for Police Pension Stabilization, and 1.6987 mills for Water Infrastructure be approved.

Adopted: Yeas: Commissioner Perry, Schmier, Budnik, Lenko, Mayor Scott.
 Nays: None.

Drinking Water State Revolving Fund (DWSRF) Project Plan

Michael Smith from Anderson, Eckstein and Westrick, the City's engineering firm, gave an overview of the project and the City's requirements for participation.

Mayor Scott opened the public hearing at 8:24pm, with no comments or discussion, Mayor Scott closed the public hearing at 8:25pm.

22-3567

Motion by Commissioner Budnik, second by Commissioner Schmier, that the drinking water state revolving fund (DWSRF) project plan, be approved, including the selected alternative and that the City Manager be designated as the authorized representative for all activities associated with the project.

Adopted: Yeas: Commissioner Budnik, Schmier, Lenko, Perry, Mayor Scott.
 Nays: None.

Woodward Streetscape/Cycle Track Project Discussion

Breuckman have an update regarding the status of the Woodward Streetscape/Cycle Track project and the funding required. Current grants are in place; however some are close to expiring. Additional grant funding could be available through SEMCOG. Project could also be scaled down to proceed forward.

Agreement between the County of Oakland and the City of Pleasant Ridge for property assessing services

22-3568

Motion by Commissioner Lenko, second by Commissioner Budnik, that the contract with Oakland County Equalization Division Assistance Services for assessing services effective July 1, 2022 through June 30, 2023, be approved, and that the Mayor and City Clerk be authorized to sign the contract.

Adopted: Yeas: Commissioners Lenko, Budnik, Perry, Schmier, Mayor Scott.
 Nays: None.

City Manager's Report

Consumers Energy project ongoing. Homeowners should contact Consumers directly with restoration issues.

Staff will be meeting with the Woodward Heights traffic consultant for street walkthrough. Public meeting will be held July 14th at Iron Ridge (404 E. 10 Mile). Community survey postcard will be mailed citywide and there is a page dedicated to the project on the City's website. Residents are urged to sign up on the website for email updates regarding the project and participate in the project.

Other Business

Perry introduced a book written by Pleasant Ridge resident Frank Polito, *Renovated to Death*. Interesting read, available at several local bookstores and the library.

With no further business or discussion, Mayor Scott adjourned the meeting at 8:16pm.

Mayor Bret Scott

Amy M. Allison, City Clerk

June 2022

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	19,781.74
---------------------	----	-----------

ACCOUNTS PAYABLE	\$	510,864.80
------------------	----	------------

TAX LIABILITIES	\$	-
-----------------	----	---

TOTAL	\$	530,646.54
--------------	-----------	-------------------

PAYROLL

June 1, 2022	\$	44,867.15
--------------	----	-----------

June 15, 2022	\$	58,152.25
---------------	----	-----------

June 29, 2022	\$	71,919.00
---------------	----	-----------

TOTAL	\$	174,938.40
--------------	-----------	-------------------

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES
June 2022

PG 1

Check Date	Check	Vendor Name	Description	Amount
6/1/2022	6410500408	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,644.48
6/1/2022	6410500409	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 861.39
6/1/2022	6410500410	FOPLC	UNION DUES	\$ 240.00
6/1/2022	6410500411	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 660.30
6/1/2022	6410500412	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,949.42
6/15/2022	6410500413	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 870.96
6/15/2022	6410500414	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,880.28
6/15/2022	6410500415	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 660.30
6/15/2022	6410500416	FOPLC	UNION DUES	\$ 48.00
6/15/2022	6410500417	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,476.94
6/29/2022	6410500418	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,644.96
6/29/2022	6410500419	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,660.30
6/29/2022	6410500420	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 964.02
6/29/2022	6410500421	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,220.39
TOTAL PAYROLL LIABILITIES				<u><u>\$ 19,781.74</u></u>

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
June 1, 2022

PG 2

Check Date	Check	Vendor Name	Description	Amount
06/01/2022	25392	A&F WATER HEATER AND	COMMUNITY POOL MAINTENANCE	\$ 135.00
06/01/2022	25393	ANCHOR INDUSTRIES INC	SUN SHADE UMBRELLA PURCHASES	\$ 14,511.30
06/01/2022	25394	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 7,433.13
06/01/2022	25395	APPLIED CONCEPTS, INC.	POLICE DEPARTMENT SUPPLIES-RADAR	\$ 1,995.00
06/01/2022	25396	BADGER METER, INC.	WATER METER SUPPORT	\$ 2,249.82
06/01/2022	25397	BLOOMFIELD SPORTS SHOP	COMMUNITY POOL STAFF SUPPLIES	\$ 5,139.25
06/01/2022	25398	BRYAN PRESTI	SWIM TEAM REFUND	\$ 240.00
06/01/2022	25399	BSN SPORTS, INC	SPORTS UNIFORM SUPPLIES	\$ 24.00
06/01/2022	25400	COMBS ELECTRIC	BUILDING MAINTENANCE	\$ 375.00
06/01/2022	25401	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	\$ 7,640.00
06/01/2022	25402	EUGENE LUMBERG	ATTORNEY SERVICES	\$ 1,518.75
06/01/2022	25403	FONTANA CONSTRUCTION	SEWER OPEN CUT REPAIR PROJECT	\$ 51,422.97
06/01/2022	25404	LE SAMOHIN	RECREATION PROGRAM REFUND	\$ 16.00
06/01/2022	25405	NYE UNIFORM	UNIFORM PURCHASES - SALAMAS	\$ 168.13
06/01/2022	25406	NYE UNIFORM	UNIFORM PURCHASES-JOHNSON	\$ 553.50
06/01/2022	25407	PLANTE MORAN GROUP BENEFIT ADVISORS	BENEFITS CONSULTING SERVICES	\$ 1,718.25
06/01/2022	25408	SLC METER SERVICE INC	WATER METER REPLACEMENT PROJECT	\$ 438.40
06/01/2022	25409	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 9,927.00
06/01/2022	25410	SOCWA	WATER PURCHASES-MAY 2022	\$ 15,364.50
06/01/2022	25411	TEPEL BROTHER PRINTING	NEWSLETTER PRINTING SERVICES	\$ 3,194.00
06/01/2022	25412	TOWN & COUNTRY POOLS INC	POOL MAINTENANCE	\$ 1,370.00
06/01/2022	25413	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 220.88
06/01/2022	25414	WEX BANK	FUEL PURCHASES	\$ 2,206.23

TOTAL ACCOUNTS PAYABLE

\$ 127,861.11

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
June 14, 2022

PG 3

Check Date	Check	Vendor Name	Description	Amount
06/14/2022	25415	21ST CENTURY MEDIA-MICHIGAN	LEGAL NOTICE PUBLICATION	\$ 1,287.33
06/14/2022	25416	ACCUSHRED, LLC	SHREDDING SERVICES	\$ 58.00
06/14/2022	25417	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	\$ 2,561.50
06/14/2022	25418	ALL PRO EXERCISE, INC.	FITNESS CENTER EQUIPMENT	\$ 11,987.63
06/14/2022	25419	ALLISON ALLOUCHE	RECREATION PROGRAM REFUND	\$ 17.00
06/14/2022	25420	AQUATIC SOURCE	POOL MAINTENANCE AND REPAIRS	\$ 9,394.86
06/14/2022	25421	BEST CHOICE HOME SERVICES	BUILDING MAINTENANCE/CLEANING	\$ 2,230.25
06/14/2022	25422	BLOOMFIELD SPORTS SHOP	SWIM TEAM AND SUMMER PROGRAM SUPPLIES	\$ 1,765.70
06/14/2022	25423	BRILAR	DPW SERVICES	\$ 81,119.40
06/14/2022	25424	CITY OF FERNDALE	INSPECTION SERVICES-MAY 2022	\$ 2,775.00
06/14/2022	25425	DETROIT EDISON COMPANY	STREETLIGHTING-MAY 2022	\$ 3,811.07
06/14/2022	25426	DOWNEY DOOR SERVICES LLC	BUILDING MAINTENANCE & REPAIRS-SHELTER	\$ 125.00
06/14/2022	25427	GREAT AMERICA FINANCIAL SRV	TELEPHONE LEASE SERVICES	\$ 433.00
06/14/2022	25428	HUNT SIGN COMPANY, LTD	ROAD SIGN PURCHASES-NOISE ENFORCEMENT	\$ 451.00
06/14/2022	25429	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	\$ 125.00
06/14/2022	25430	INLAND WATERS	SSEWER REHABILITATION PROGRAM	\$ 5,000.00
06/14/2022	25431	LEGAL SHIELD	PREPAID LEGAL SERVICES	\$ 77.70
06/14/2022	25432	MICHIGAN ASSOCIATION OF PLANNI	ASSOCIATION DUES-PLANNING	\$ 675.00
06/14/2022	25433	O'REILY AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$ 91.96
06/14/2022	25434	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT MAY 2022	\$ 50,902.58
06/14/2022	25435	SCHEER'S ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	\$ 22.97
06/14/2022	25436	SOCWA	LEAD SERVICE LINE REPLACEMENT	\$ 10,386.64
06/14/2022	25437	SOLTMAN HEATING & COOLING	GENERATOR REPAIRS	\$ 258.00
06/14/2022	25438	THE HOWARD E NYHART COMPANY INC	AUDIT SERVICES - GASB 75	\$ 1,725.00
06/14/2022	25439	TODD TYLER	MILEAGE AND CONFERENCE EXPENSES	\$ 426.43
06/14/2022	25440	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	\$ 1,080.00
06/14/2022	25441	TOWN & COUNTRY POOLS INC	POOL MAINTENANCE	\$ 1,172.00
06/14/2022	25442	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	\$ 692.42
06/14/2022	25443	W-S CITY OF PLEASANT RIDGE	WATER PURCHASES	\$ 4,142.51
06/14/2022	25444	WETMORE TIRE AND AUTO	VEHICLE MAINTENANCE AND REPAIRS	\$ 152.00

TOTAL ACCOUNTS PAYABLE

\$ 194,946.95

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
June 29, 2022

PG 4

Check Date	Check	Vendor Name	Description	Amount
06/29/2022	25445	EXLTERRA	VOID CHECK	\$ -
06/29/2022	25446	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 13,142.49
06/29/2022	25447	AQUATIC SOURCE	POOL MAINTENANCE AND REPAIRS	\$ 239.26
06/29/2022	25448	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 3,144.78
06/29/2022	25449	CITY OF FERNDALE	LEAF COLLECTION STORAGE AGREEMENT	\$ 1,976.04
06/29/2022	25450	CITY OF FERNDALE	FIRE PROTECTION AGREEMENT	\$ 21,381.72
06/29/2022	25451	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE AGREEMENT	\$ 452.00
06/29/2022	25452	EXLTERRA	GEPS SYSTEM INSTALLATION - VICTORY/FLYNN	\$ 15,768.80
06/29/2022	25453	GREAT LAKES WATER AUTHORITY	IWC CHARGES-MAY 2022	\$ 272.58
06/29/2022	25454	J & J AUTO TRUCK CENTER	PD VEHICLE MAINTENANCE	\$ 224.85
06/29/2022	25455	LIVING LAB	WOODWARD STREETSCAPE PROJECT	\$ 4,500.00
06/29/2022	25456	MHZ MEGA HERTZ	TELECOMMUNICATIONS EQUIPMENT	\$ 1,658.69
06/29/2022	25457	NYE UNIFORM	UNIFORM PURCHASES-LEMKE	\$ 695.30
06/29/2022	25458	O'REILY AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$ 38.99
06/29/2022	25459	OAKLAND COUNTY TREASURER	ASSESSING SERVICES AGREEMENT 2021-2022	\$ 20,149.69
06/29/2022	25460	RJP MECHANICAL INC	PERMIT OVERPAYMENT REFUND	\$ 40.00
06/29/2022	25461	SIGNATURE FORD-LINCOLN	PD VEHICLE PURCHASE	\$ 39,531.00
06/29/2022	25462	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 8,998.76
06/29/2022	25463	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 452.46
06/29/2022	25464	WEX BANK	FUEL PURCHASES	\$ 1,479.85

TOTAL ACCOUNTS PAYABLE

\$ 134,147.26

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ELECTRONIC PAYMENTS
June 2022

PG 5

Check Date	Check	Vendor Name	Description	Amount
06/07/2022	3198	MUNICIPAL EMP.RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS	\$ 39,943.90
06/09/2022	3199	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 13,965.58
TOTAL ACCOUNTS PAYABLE				<u><u>\$ 53,909.48</u></u>



City of Pleasant Ridge

Amy M. Allison, City Clerk/Asst City Manager

From: Amy M. Allison, City Clerk/Asst City Manager
 To: Mayor and City Commission
 Date: July 12, 2022
 Re: 2022 Poverty Guideline Resolution Update Request

Overview

The City Commission is required to annually adopt guidelines that set income levels for the Board of Review to consider poverty exemption applications. The income levels for a poverty exemption cannot be set lower by a city than the Federal Poverty Guidelines which are updated annually by the United States Department of Health and Human Services.

The City adopted a resolution in December 2021 as recommended by Oakland County Equalization. The County is now requesting the City revise its resolution to comply with their audit. The highlighted items were flagged by the County auditor with a request for removal.

The following changes need to be made:

1- Those applicants granted partial exemptions will be required to pay a property tax equal to 3.5% (three and one-half percent) of their annual gross income plus the amount of the anticipated Michigan Income Tax household property tax credit.

This must be removed because it points to the prior practice of mandating the state income tax refund be used to pay the property taxes. This is no longer a practice and must be removed from the resolution.

2-A poverty exemption shall not be granted to any applicant who owns real property, whether singly or jointly, regardless of location, other than their homestead.

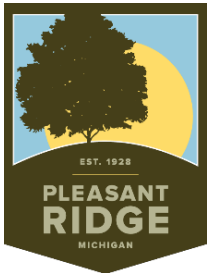
Property other than the principal residence should be considered an asset and included in the asset test. If an applicant met the income criteria but owned other property, and that property was valued high enough to put the applicants' assets more than the asset test value, then it would fail the asset test-and the poverty exemption would not be granted.

I have attached a copy of the Resolution, as revised which includes current Federal Poverty Guidelines for your review. The resolution applies to all Poverty Exemption Requests at the City's 2022 Board of Review Hearings.

Please contact me should you require any additional information.

Requested Action

City Commission consideration of the attached resolution.



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

A RESOLUTION TO ESTABLISH POLICY AND GUIDELINES FOR USE BY THE BOARD OF REVIEW FOR GRANTING POVERTY EXEMPTIONS

WHEREAS, Public Act 390 of 1994, which amended Section 7u of Act No. 206 of the Public Acts of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, requires that the governing body of the local assessing unit determine and make available to the public the policy and guidelines used by the Board of Review in granting reductions in property assessments due to limited income and assets, referred to as “Poverty Exemptions.”

NOW, THEREFORE, BE IT RESOLVED that the following policy and guidelines are hereby adopted and shall be followed by the City’s Board of Review in granting poverty exemptions.

In order to be eligible for poverty exemption in the City of Pleasant Ridge, a person shall satisfy all requirements of Section 8(u) of the General Property Tax Act.

1. Be an owner of and occupy as a principal residence the property for which an exemption is requested. The term “principal residence” is defined in Section 7(d) of the General Property Tax Act.
2. File a claim with the Board of Review on a form provided by the local municipal office.
3. Submit the most recent year’s copies of the following income documentation:
 - a. Federal & State of Michigan Income Tax Returns.
 - b. Either Senior Citizens Homestead Property Tax Form MI-1040CR-1 or a General Homestead Property Tax Claim MI-1040CR-4.
 - c. Statement of Benefits from Social Security Administration and/or the Michigan Social Services as to monies paid to applicants(s) during the previous year along with Form 4988– Poverty Exemption Affidavit.
4. Produce a valid driver’s license or other form of identification.
5. Produce a deed, land contract, or other evidence of ownership of the property for which the exemption is requested.

BE IT FURTHER RESOLVED that the applicant’s total household income cannot exceed the most current Federal Poverty Guidelines set forth by the U.S. Department of Health and Human Services as established by the State Tax Commission-to be updated annually in accordance with federal poverty income standards.

BE IT FURTHER RESOLVED that a poverty exemption shall not be granted to any applicant whose assets exceed \$5,000 for the taxpayer individually and \$50,000 for the entire household.

An applicant’s homestead and principal vehicle shall be excluded from consideration as an asset. All other property, including from all other persons residing in the household, shall be included as an asset. Property shall include, but is not limited to: cash, savings, stocks, mutual funds, insurance commodities, coin

collections, art, motor vehicles, recreation vehicles, etc.

BE IT FURTHER RESOLVED that in reviewing the application and all supporting documentation, the Board of Review shall follow the policy and guidelines set forth above when granting and denying poverty exemptions. The same standards shall apply to each taxpayer within the City claiming the poverty exemption for the assessment year. The board will consider income, assets, potential earning capacity, medical conditions, and any other unique circumstances of the applicant. The Board may deviate from the established policy and guidelines only if they determine that there are “substantial and compelling reasons” for deviation. Said reasons must be stated in writing and provided to the applicant.

BE IT FURTHER RESOLVED that meeting the income level guidelines does not guarantee 100% exemption, at their discretion, the Board may approve full or partial exemption if deemed appropriate.

BE IT FURTHER RESOLVED that to conform with the provisions of P.A. 390 of 1994, this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

Adopted: Yeas:
 Nays:
 Absent:

IN WITNESS WHEREOF, I, Amy M. Allison, duly certified Clerk of the City of Pleasant Ridge, do hereby attest that the foregoing is a true and accurate copy of a Resolution adopted by the Pleasant Ridge City Commission at its Regular Meeting held Tuesday, July 12, 2022.

Amy M. Allison, City Clerk



EMAILED to cityclerk@cityofpleasantridge.org, 7/6/22

Amy Allison, Clerk
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

Hi Amy,

Since we have worked in your community before, you will remember that Clean Water Action is a national environmental organization working for clean and safe water, waste prevention and funding for enforcement of environmental protection. The purpose of this letter is to again provide background information on Clean Water Action and our canvass so that you are aware of our activities and have the information you need to respond to any inquiries about our work.

As in previous years, our program includes informing residents in your community of our work and asking them to become involved in our campaigns. We conduct a door-to-door canvass asking residents to make contributions and sign support statements. We may also ask them to write letters, make phone calls, volunteer time and vote.

We will be conducting our canvass in your community beginning ASAP and completing our work by August 31, 2022 (depending on the size of the community). We will be out in the community from 4pm-9pm, Monday – Friday; 10am-7pm, Saturdays.

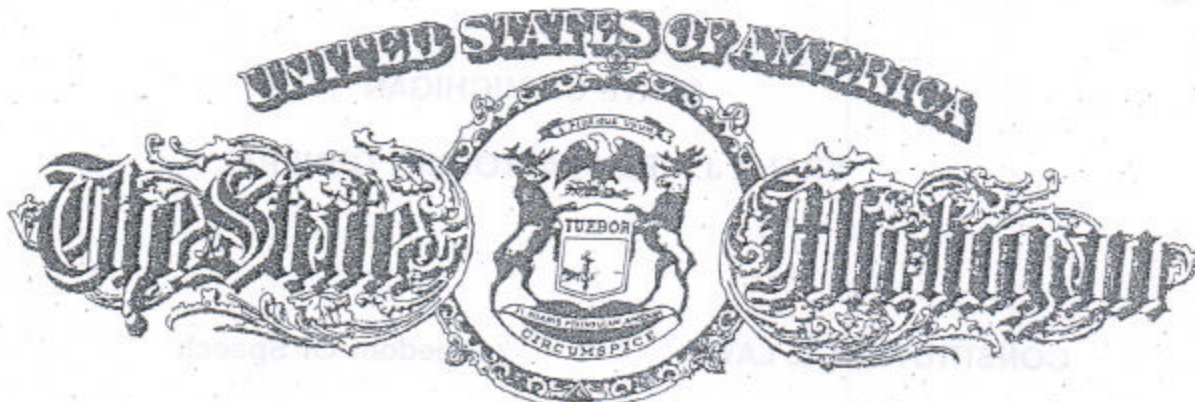
As a courtesy to all communities in which we canvass, we notify each township or city before starting work there. Our canvassers also carry photo identification cards from our organization. A list of the names of our canvass staff is provided with this letter as well as a letter from the IRS recognizing our tax-exempt status under section 501(c4) of the Internal Revenue Code.

Because Clean Water Action is engaged in constitutionally-protected political speech in its canvass operation, it is not required to obtain a permit prior to engaging in this activity. *Watchtower Bible & Tract Society of New York v. Village of Stratton*, 536 U.S. 150 (2002).

Please notify all police officers and dispatch of our presence so that they are aware of our constitutionally-protected right to engage in our membership drive. I have enclosed organizational documents and supporting materials of our state regulations. You will note that the last page of this packet of information is a verification form that states we have made you aware of our activities. Please sign and return the “Canvass Verification” form via email so that both the residents and law enforcement officers in your area will know that we have contacted your office should any questions arise. Should you need additional information, please call me at [REDACTED]. Thank you for your time.

Sincerely,

Emily Woodcock, Staff Director



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

Clean Water Action

a(n) DISTRICT OF COLUMBIA nonprofit corporation, was validly authorized on July 25, 1988, to conduct affairs in Michigan, and that said corporation holds a valid certificate of authority to conduct affairs in this state.

This certificate is issued pursuant to the provisions of 1982 PA 162, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct.

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.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 12th day of February, 2004.

Andrew G. Mott , Director
Bureau of Commercial Services

Sent by Facsimile Transmission
770777

Department of the Treasury



Internal Revenue Service
Washington, DC 20224

Date:

NOV 7 1973

In reply refer to:

T:MS:EO:R:2-4

Fishermen's Clean Water Action
Project, Inc.
1832 M Street, N.W. - Suite 101
Washington, D.C. 20036

Internal Revenue Code: Section 501(c)(4)
Key District: DD, Baltimore
Social Security or
Employer Identification Number: 23 7128611
Accounting Period Ending: August 31

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$50 or more to each of your employees during a calendar quarter. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of \$50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 calendar weeks or pay wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to your key District Director.

If your purposes, character, or method of operation is changed, you should let your key District Director know so he can consider the effect of the change on your exempt status. Also, you must inform him of all changes in your name and address.

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$5,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file the return on time.

STATE OF MICHIGAN

FRANK J. KELLY, ATTORNEY GENERAL

CONSTITUTIONAL LAW: **Freedom Of Speech**

CONSTITUTION OF MICHIGAN: Art. 1, § 5 (Freedom of Speech)

MUNICIPALITIES: **Ordinance restricting canvass**

CANVASSING & SOLICITATION: **Statute or ordinance restrict**

Neither the state nor its municipal corporations may prohibit door-to-door solicitation or the distribution of handbills on behalf of a citizen organization.

Neither the state nor its municipal corporations may require a citizen organization to provide information about its political goals and activities for evaluation by a public official before its members and agents may canvass door-to-door.

Neither the state nor its municipal corporations may impose a tax or fee upon the activity of canvassing door-to-door by a citizen organization; nor may the state or its municipal corporations require the posting of a bond as a condition of engaging in this activity.

Neither the state nor its municipal corporations may impose a residency requirement upon canvassers of a citizen organization.

The state or its subdivisions may, however, require canvassers of citizen organizations to identify themselves in writing to state or municipal authorities.

Neither the state nor its municipal corporations may impose a requirement of fingerprinting of canvassers going door-to-door.



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
 To: City Commission
 Date: July 6, 2022
 Re: Cork Liquor License

Overview

The City has received a request from Kelly Walsh, owner of the building in which Cork is located, to become involved in a dispute over the status of the liquor license. Following is Kelly Walsh's request to the City Attorney:

"Following up from our in-person meeting. Just to recap the in person meeting we had regarding status of former business know as Detroit Celtic doing business as Cork Wine Pub. Per our conversation the business has been closed since March 2019. As the landlord and main financial investor, I have been forced to assume all bills associated with the former business and building. As you can imagine I need to get a viable business back in the building ASAP. The issue is one person is holding the liquor license hostage. As you know per the City Operating Agreement the license is now in escrow. This is a clear violation of the operating agreement. Moving the license to escrow was a decision made by Kathleen without the knowledge or consent of her business partner Meredith.

What we are asking the City is to reach out to Kathleen and ask her why the license went into escrow. Inform her of the breach in the Operating Agreement and what her intentions are moving forward. Let us know your thoughts.

One other question can the City request a return of the License due to the breach?"

Please refer to the City Attorney's letter under separate cover for more information and background about this request.

Requested Action

City Commission consideration of the request by Kelly Walsh and direction to staff (refer to the City Attorney's letter for options).



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

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

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

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

July 6, 2022

VIA ELECTRONIC MAIL

City Commission
City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, MI 48069

Re: Cork Liquor Licenses

Dear Commissioners:

Attached is an email from Kelley Walsh, with regard to the Cork liquor licenses. I understand this will be on the Commission agenda for July 12th.

For background, the Cork liquor licenses for the property at 23810 Woodward are held by Detroit Celtic Entertainment, Inc d/b/a Cork Wine Pub. The licenses include a Class C on-premise license, with Sunday sales and an outdoor service area, and an SDM off-premise retail license. Meredith Walsh (Kelley's sister) and Kathleen Galen are each a 50% shareholder. Meredith is the President and Galen the Vice-President. The real estate on which Cork is operating is owned by Walsh Realty Investments, which is owned by Kelley Walsh.

I was told that Cork has not been in operation since 2020. A dispute arose between the Walshes and Ms. Galen. Kelley Walsh indicates that she had loaned Detroit Celtic operating funds and received a promissory note from the company. Walsh Realty Investments entered into a lease in 2012 with Detroit Celtic for the Cork property. No payments were made on the promissory note or lease and the landlord issued a termination notice in 2018. At some point, Kathleen Galen placed the licenses in escrow.

I am told that Ms. Galen has not responded to any of the communications from Kelley Walsh, her sister, or attorneys representing the Walshes.

As part of the licensing for Cork in 2014, Detroit Celtic, Meredith Walsh, and Ms. Galen entered into a Revised Operation Agreement for Cork with the City (a copy is attached). Our office was not involved in this agreement. As part of this agreement, Detroit Celtic was prohibited from placing the license in escrow, but rather it would be returned to the Michigan Liquor Control Commission ("MLCC") if the restaurant ceased operations for more than 30 consecutive days (see

paragraph 6). Notwithstanding this provision of the Operation Agreement, Ms. Galen placed the license in escrow.

Please note that, about a year ago, my partner Kelly Allen represented Kelley Walsh in her dispute with Ms. Galen. Correspondence took place between Kelly Allen and Mark Makoski, an attorney representing Ms. Galen, but no resolution of the dispute was accomplished and nothing has happened on the matter since. If litigation ensues between the parties, our office would refer this to another attorney. Ms. Walsh understands that, because of our position as City attorneys, we cannot represent her in any dealings with the City and she understands that limitation.

Ms. Walsh reached out to the City Manager in late April, requesting a meeting with me to discuss the issue at their expense. Jim indicated that he had no objections. Kelley, Meredith, and her husband met with me in May and gave me the history of the matter.

Ms. Walsh has been told that we cannot take any action without getting direction from the Commission.

Summary

The following are the Commission's options:

1. Do nothing and allow the parties to attempt to settle their differences by negotiations or litigation if necessary.
2. Authorize this office to contact Ms. Galen and attempt to work out some kind of solution acceptable to all parties.
3. Take steps to address the default in the Operation Agreement, which could include declaring a default or requesting the MLCC to remove the licenses from escrow. Please note, in this regard, the Operation Agreement is a binding document between the City and the license holders, but does not necessarily bind the MLCC to take any action.

I look forward to discussing this with you. If anyone has any questions, or needs any further information, please contact me.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Gregory K. Need

/mms
Enclosures
cc: James Breuckman

REVISED OPERATION AGREEMENT

Cork Restaurant/Wine Bar Liquor License

THIS OPERATION AGREEMENT ('Agreement') is made and entered into on _____, 2014, by and between the City of Pleasant Ridge, a Michigan municipal corporation, whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 (referred to in this Agreement as the "City"); Meredith Marie Walsh, whose address is 767 Flowerdale, Ferndale, Michigan 48220; Kathleen G Galen, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021; and Detroit Celtic Entertainment, Inc., a Michigan corporation, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021. Meredith Marie Walsh, Kathleen G. Galen, and Detroit Celtic Entertainment, Inc. are referred to jointly in this Agreement as the "Applicant." The City and the Applicant are collectively referred to in this Agreement as the "Parties".

Recitals

- A. The Applicant desires to operate a restaurant known as Cork Wine Pub (referred to in this Agreement as the "Restaurant") located at 23810 Woodward Avenue, Pleasant Ridge, Michigan, whose legal description is attached as Exhibit A (referred to in this Agreement as the "Property").
- B. The Applicant has requested that the City approve a transfer to it of the existing Class C liquor license (referred to in this Agreement as the "License") that was issued in 2010 from the City's quota of such licenses for use at the Restaurant.
- C. Under Sections 501 and 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1501 and 436.1531), it is within the City's discretion to approve the issuance of Class C liquor licenses, including transfers, and the City is neither required to approve issuance of a minimum number of Class C quota liquor licenses, nor required to approve the transfer of any existing Class C quota liquor licenses.
- D. The City has adopted Ordinance No. 391, which applies to the original City approval of the License and to the transfer presently requested by the Applicant. Said Ordinance No. 391, as it may be amended from time to time, is known and referred to in this Agreement as the "Liquor Control Ordinance."
- E. As part of the original application to the City for the License and as an inducement to the City to approve the issuance of the License for use at the Restaurant, the original applicant for that License proposed a plan of operation for the Restaurant, which is attached as Exhibit B (the "Plan"), and a site plan for the Property, which is attached as Exhibit C (the "Site Plan"), and entered into a "Development and Operation Agreement," dated December 1, 2009 (referred to in this Agreement as the "Original Operation Agreement") regarding the development and operation of the Restaurant and that included and incorporated said Plan and Site Plan.
- F. For the same purposes of inducing the City to approve the transfer and issuance of the

License to the Applicant for its use at and continued operation of the Restaurant, the Applicant acknowledges that it has voluntarily offered or accepted the restrictions regarding the operation of the Restaurant as set forth or referred to in this Agreement and is, in all respects, willing to abide by the terms of this Agreement.

- G. The City held a public hearing on January 10, 2013, to consider the Applicant's request for the License, pursuant to the Liquor Control Ordinance.
- H. The City has approved the Applicant's application for the transfer and issuance to it of the License at the Restaurant, pursuant to the Liquor Control Ordinance, and, consistent with Applicant's representations and the City's approval, the Applicant and the City enter into this Agreement.

Agreement

NOW, THEREFORE, as an integral part of the approval of the transfer and issuance of the License to the Applicant for its use at the Restaurant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED as follows:

1. **Recitations and Exhibits.** The Recitations, above, are incorporated herein by this reference and expressly agreed to and made a part of this Agreement for all purposes. The exhibits attached hereto and the information contained therein are incorporated herein as though fully set forth as part of this Agreement.
2. **Approval of License.** The City will, in reliance upon the Applicant's agreement herein, declare its approval of the transfer and issuance of the above quota Liquor License to the Applicant for its use at the Licensed Premises as having been finalized and will notify the MLCC of said City approval.
3. **Operation.** In connection with its operation of the Restaurant and use of the License, the Applicant agrees to comply with:
 - (a) all restrictions, limitations, requirements, representations and standards offered, proposed, set forth or otherwise identified in the Plan, the Site Plan, this Agreement, the Liquor Control Ordinance, and all other applicable federal, state and City laws, ordinances, rules and regulations (altogether the "Documents"); and
 - (b) the following additional requirements:
 - (i) employees of the Developer shall not park in the off-street parking spaces defined in the Site Plan on Fairwood Avenue;
 - (ii) neither employees of the Applicant nor Applicant's valet parking operation shall park vehicles in the off-street parking spaces defined in the Site Plan or in the on-street parking spaces along Fairwood Avenue;
 - (iii) except as provided in (iv), below, the days and hours of operation shall be

limited to 4:00 p.m. until 11:00 p.m. from Monday through Thursday, 4:00p.m. until 12:00 a.m. on Friday, 10:00 a.m. until 12:00 a.m. on Saturday through Saturday, and 10:00 a.m. until 4:00 p.m. on Sunday;

- (iv) the Restaurant may open for occasional pre-scheduled private events during other times than indicated in (iii), above, provided there shall not be more than 1such event in any seven (7) day period and no more than two (2) such events in any thirty (30) day period, and provided further that the Restaurant shall not be open to the general public during such events;
 - (v) except as specifically provided for in subsection (vi), below, there shall be no entertainment, such as performances, motion pictures, contests, patron dancing, other dancing, closed circuit television, or topless activity (as that term is defined by subsection 916(15) of the Michigan Liquor Control Code of 1998), at the Restaurant, and the Applicant hereby waives and releases the City from any claim that this mutually agreed upon restriction is unconstitutional or otherwise unenforceable; and live instrumental music may be performed inside the Restaurant, provided that (A) the sound and any vibrations generated by the performance cannot be heard or perceived on the Property outside of the Restaurant building or on any neighboring properties; (B) no performances shall occur before 6:00 p.m. or after 10:00 p.m. Monday through Thursday, before 6:00 p.m. or after 11:00 p.m. Friday through Saturday, and at no time on Sunday; (C) any state liquor law permits related to such performance(s) have been approved; and (D) the Applicant shall provide advance written notice to the City of such performances, including a full and complete description of the proposed performance activity and all information requested by the City in connection with same, and no such performances shall occur unless the City provides written notice of its approval of same to the Applicant.
 - (vi) In the event of any conflict between (a) and (b), above, the requirements in (b) shall apply. In the event of any conflict between any provisions of the Documents (other than the provisions in (b), above), the City shall have the sole discretion to determine which provision applies and shall notify Applicant of such determination in writing.
- (c) Outdoor Dining. A special land use was approved by the Pleasant Ridge Planning Commission on July 15, 2014, to permit an outdoor dining patio with 24 seats as shown on the site plans received by the City dated May 27, 2014, with the following conditions:
- (i) Location. The patio shall be designed and constructed and may operate in the area shown on the approved site plan.
 - (ii) Hours of operation. The outdoor patio may only operate during the normal business hours of the existing restaurant.
 - (iii) Dates of operation. Outdoor dining is permitted between April 15 and October 31. All furniture and fixtures must be removed immediately after October 31.
 - (iv) Disposal of wine bottles. Wine bottles will not be disposed of in an outdoor trash or recycling bin between the hours of 10pm and 9am.

- (v) Outdoor music. There shall be no live or recorded music played outdoors on the patio.
- (vi) Patio permit renewal. If the patio creates a large volume of resident complaints due to the impacts of its operation, City Staff will place the patio item on a Planning Commission agenda for re-consideration of the special land use permit prior to renewal of the outdoor dining license.
- (vii) Compliance with City Ordinances. The outdoor patio shall comply with all requirements of City Code Chapter 18, Article II, Division 1 – Accessory Outdoor Dining Areas; and City Code Section 26-13.5(q), Accessory Outdoor Dining Areas.

4. Violations; Enforcement. If Applicant fails to operate the Restaurant in compliance with all of the Documents, or uses the License in any manner that violates or does not comply with any of the Documents, the Parties agree that such noncompliance shall constitute a violation of the Liquor Control Ordinance and a breach of this Agreement, and, in such event, the Parties acknowledge and agree that the City may undertake enforcement in all or any of the following manners, in its discretion, pursuant to the Liquor Control Ordinance, other applicable ordinances of the City and applicable state law: (a) issue a misdemeanor appearance ticket, to Meredith Marie Walsh or any other officer or director of Detroit Celtic Entertainment, Inc. or manager of the Restaurant, for each such violation to be prosecuted in the District Court under the City Code of Ordinances and, in such event, each day on which any such violation shall continue shall constitute a separate and additional offense and shall be punishable as such; (b) notify the Michigan Liquor Control Commission of the violation(s) and seek nonrenewal of the License at its annual expiration date; and/or (c) seek immediate injunctive relief, specific performance, declaratory relief and other equitable and legal relief from the Oakland County Circuit Court, and Applicant agrees to be subject to the jurisdiction of the Oakland County Circuit Court and, if said Court determines that a violation of this Agreement or the Liquor Control Ordinance or any of the Documents has occurred, said Court may immediately suspend Applicant's liquor license and shall order liquidated damages to the City in the amount of \$1,000.00 for each day that the violation existed and continues to exist. With respect to (c), above, the Parties acknowledge the following: (i) this Agreement and the covenants and obligations in this Agreement are unique, and in the event of default by the Applicant, the City would not be able to be adequately or fully compensated solely by money damages, and the City shall therefore have the right to enforce the terms and provisions of this Agreement by a court action for specific performance, injunctive relief, declaratory relief and/or other equitable relief; and (ii) the burdens and costs incurred by the City in the form of administrative, police, fire, health, legal and other undertakings due to such violations are impossible to predict and the Parties have therefore agreed on the above amount of daily liquidated damages as being appropriate and reasonable in this matter. If the City prevails or is awarded any relief in any of the enforcement efforts described in this Section 4 of the Agreement, it shall be entitled to recover all reasonable court costs, expert costs and attorney fees it incurs in the course of undertaking such efforts.

5. Transfers. If Applicant seeks to transfer the License to another operator for use at the Property or another site located within the City of Pleasant Ridge, it shall comply with

Section 18-56 of the Liquor Control Ordinance, and all other applicable Documents. For this purpose, a transfer of the License shall include a transfer of a majority of the voting stock or shares of Detroit Celtic Entertainment, Inc. In the event the Applicant transfers, sells or assigns its interest in the License and/or Restaurant at the Property to another person or entity, it shall make the provision, as a requirement of said sale, that the purchaser or purchasers abide by the terms of the Documents and this Agreement, in writing, and enter into a new agreement with the City under the same terms and conditions as stated in this Agreement.

6. **Cessation of Operations.** If Applicant ceases operations of the Restaurant for more than 30 consecutive days, Applicant shall not place the License in escrow with the Michigan Liquor Control Commission, but rather shall return the License to the Michigan Liquor Control Commission and request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1531). Notwithstanding the previous sentence, if the cessation of operations is due to an emergency business interruption event, such as a fire, weather - related damage, or governmentally - declared emergency, Applicant may place the License in escrow for a period not to exceed 120 days. The Applicant may request an extension of the time parameters from the City Commission because of extenuating circumstances. If the License cannot be reactivated by Applicant within that 120-day period, Applicant shall request that the License be cancelled unless granted additional time by the City Commission.
7. **Prohibition on License in Escrow.** If Applicant determines that it does not need or cannot use the License, for whatever reason, Applicant shall not place the License in escrow with the Michigan Liquor Control Commission, but rather shall request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1531), unless after a request from the Applicant, the City approves the placement of the License into escrow.
8. **Assignment to City.** If the Applicant
 - (a) determines that it desires to cancel the License and so notifies the City,
 - (b) takes action so as to cancel the License and fails to notify the City, or
 - (c) fails to take any action such that the License could be canceled by operation of law,the City shall have the right and option, upon written notice to the Applicant, to accept the assignment and transfer of the License to the City, without payment to Applicant, pursuant to the Assignment of Liquor License, attached as Exhibit D.
9. **Indemnification and Insurance.** Applicant shall defend, hold harmless and indemnify the City, its elected and appointed officials, employees, and agents, against any claims, losses, damages, demands, expenses, or other liabilities, including attorneys' fees, which are caused in any way by Applicant's operation of the Restaurant or its use of the License, or

by Applicant's employees, agents, or invitees, including but not limited to personal injury or property damage. In support of this hold harmless provision, Applicant shall secure and maintain commercial general liability insurance, insuring both personal injury and property damage, with limits not less than \$1,000,000 per occurrence. The City (and those persons named above) shall be named as additional insureds and such policies shall have a 30-day notice provision prior to cancellation, lapse or non-renewal. A certificate of such insurance, showing such parties as additional insureds, shall be provided to the City upon issuance of the Policy and upon each renewal or replacement thereof.

- 10. Waiver.** Applicant voluntarily waives and forever releases any right or option it may have under current or future state laws or regulations that are inconsistent with the terms of this Agreement, and agrees that the terms of this Agreement are reasonable and lawful.
- 11. Non-Taking.** The Applicant fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement and the ordinances and policies of the City, and Applicant shall not be permitted in the future to claim that the effect of this Agreement or the ordinances and policies of the City result in an unreasonable limitation upon use of the Property, Restaurant or License, or claim that enforcement of this Agreement or the ordinances and policies of the City causes an inverse condemnation, other condemnation or taking of all or any portion of the Property, Restaurant or License. Furthermore, it is agreed and acknowledged hereby that the terms, conditions, requirements, and obligations of this Agreement and the ordinances and policies of the City are clearly and substantially related to the City's legitimate interests in preserving and promoting economic development and business growth within the City, and in protecting the public health, safety, and general welfare of the City.
- 12. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect: (a) such invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement; (b) this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it; and (c) the remainder of this Agreement shall remain in full force and effect.
- 13. Amendments.** No waiver, alteration, amendment, or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.
- 14. Third Parties.** It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party.
- 15. Non-Waiver; Estoppel.** A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

17. Notice. All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending:

To Applicant: Meredith Marie Walsh, President
Kathleen G. Galen, Vice President
Detroit Celtic Entertainment, Inc.,
23801 Gratiot, Suite #8
Eastpointe, Michigan 48021

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

By: _____
Print Name: Meredith Marie Walsh
Print Title: President

The foregoing instrument was acknowledged before me this ____ day of ____ 2014, by Meredith Marie Walsh, the President of Detroit Celtic Entertainment, Inc., a Michigan corporation.

Notary Public
Acting in _____, Michigan
My Commission expires:

MEREDITH MARIE WALSH, an individual

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of ____ 2014, by Meredith Marie Walsh, an individual.

Notary Public
Acting in _____, Michigan
My Commission expires: _____

KATHLEEN G. GALEN, an individual

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of ____ 2014, by Kathleen G. Galen, an individual.

Notary Public
Acting in _____, Michigan
My Commission expires: _____

Signatures continued on following page

CITY OF PLEASANT RIDGE, a Michigan municipal corporation
EXECUTED:

Kurt Metzger, Mayor

ATTEST:

Amy M. Drealan, City Clerk

APPROVED AS TO SUBSTANCE:

James Breuckman, City Manager

APPROVED AS TO FORM:

Greg Need, City Attorney

Dated: _____

EXHIBIT A

Property Legal Description

Parcel Number:
60-25-27-156-002

OWNERS ADDRESS:
WALSH REALTY INVESTMENTS, LLC

23801 GRATIOT AVE STE 8
EASTPOINTE, MI 48021-1666

PROPERTY ADDRESS:
23810 WOODWARD AVE
PLEASANT RIDGE, MI 48069-1100

DATE PRINTED: 01/14/2013

2012 LEGAL DESCRIPTION:
T1N, R11E, SEC 27 SYLVAN GARDENS SUB S 1/2 OF LOT 21, ALL OF LOTS 22, 23 &
24

EXHIBIT B

Plan of Operation

City of Pleasant Ridge, Liquor Control Ordinance No 391
Section 18-54. Plan of Operation required

A. Business Operation

The following information describes the business operations and impact to the community by the Applicant, Nancy Crutchfield, for a restaurant to be established at 23810 Woodward, owned by Crutchfield, Inc., DBA "Cork, a Wine Pub in Pleasant Ridge".

The business described above plans to operate in accordance with all State and City laws and ordinances.

B. Business Plan

Currently the 3,123 square foot one story brick building at 23810 Woodward is used as office space. The proposed Restaurant will allocate the space as follows: 771 square feet as retail, 825 square feet use for the kitchen, the balance of 1527 square feet is for dining and will be able to seat 70 guests. The perceived increase in use and intensity on City infrastructure is "after hours" relative to adjacent business use, whereby actually reducing the demand and use during the day, and using what exists during the evening when the other businesses are closed.

The restaurant will be in the style of a "Wine Bar" and serve a "small plates" type menu with light dinners during the week. On the weekend there will be an ever changing full dinner menu featuring seasonal offerings from our local markets and farmers. The restaurant plans to have a Class C liquor license enabling the service of beer, wine and other alcoholic beverages. In the retail area there will be beer and wine for sale as well as house made cheeses, olive oils, vinegars, and assorted gift items relating to the enjoyment of wine. The retail space may also serve as a room for specially booked large parties. In the event of a waiting list for persons expecting to be seated, the retail area will serve as a "waiting area" No extraordinary timeframe for outdoor loitering will be permitted. No smoking will be permitted inside the restaurant.

The hours of operation are as follows:

- 4PM -10 PM Tuesday, Wednesday, and Thursday
- 4PM - 12 Midnight on Friday and Saturday.
- The restaurant will open for special parties when pre-scheduled.

The expected peak occupancy is between 6:00 and 9:00PM. There is likely to be increased truck traffic in the rear delivery alley; however nothing loud or obtrusive is expected and we will make certain our delivery persons are reminded they are in a neighborhood setting. Deliveries to a small restaurant such as ours will be short and infrequent. We expect an average of one to two deliveries a day, which will be allowed between 8AM and 2PM only.

The adjacent residential homes are not expected to be overwhelmed to any degree. We propose a refined, casual ambiance. We are not a sports bar, music or dance hall or any other loud or invasive assembly. We will provide a quiet and dignified atmosphere, and a place to gather gracefully.

The parking provisions are as follows:

- 16 parking spaces allowed according to the City Ordinance for Site Plans
- 12 parking spaces additional, in the cut-ins on Woodward
- 4 parking spaces exist on Fairwood, west of the public alley
- Employees: are required to park in the Wellesley Public Lot

- **Valet:** In the event of a scheduled large party of 20+ persons that overlaps peak business hours, valet parking will be required as part of the party's contract. The valet service will pick up cars on Fairwood facing west, and drive north to the Wellesley Public Lot. Upon return the valet will bring the car south through the alley and return it to owner on Fairwood, facing west.
- There will be free weekend cab service by a chauffeur licensed driver to and from the restaurant for Pleasant Ridge residents only. A gently used car well maintained mechanically and aesthetically is owned by the restaurant for this service.

Pleasant Ridge is a safe community, however for our protection and others we will install security cameras at four entryways: front and rear entries, the side (Fairwood) entry, and the kitchen delivery door.

The employees who will serve alcoholic beverages will be required to pass the TIPS training offered by the State of Michigan and endorsed by the Liquor Control Commission (LLC) in the laws concerning the handling and service of alcohol, including liability and possibility of fines.

C. Compliance

Owner Statement: The owner and employees under rules of employment will comply with all applicable State and City Regulations; the latter understood to be outlined in the City of Pleasant Ridge Liquor Control Ordinance, No 391 as put into law on April 30, 2009. If any changes or additions are made to a State of Michigan Law or City of Pleasant Ridge Ordinance, the Owner acting as a law abiding citizen and taking responsibility for employee education of such will honor and abide by future amendments once published.

Nancy Crutchfield, cork wine pub
23810 Woodward Ave
Pleasant Ridge
September 4, 2012

Sherry Ball, City Manager and Ralph Castelli, Mayor
And City Commissioners
City of Pleasant Ridge, MI

Dear Sherry, Ralph and Commissioners:

This letter comes to you as my request to open *cork wine pub* for Sunday Business. I would like to open starting September 9, 2012. My plan is to serve a Brunch menu from 11am -3pm. As you know, the City approved me to apply for and I have held a Sunday Liquor Sales license since opening in November 2010, but have never used except for an occasional special event on a Sunday. The Sunday Sales license allows me to serve alcohol at 12Noon, and while there are exceptions that can be applied for, I see no reason to serve alcohol before 12Noon. Therefore, while I plan to open at 11 am to serve food, no alcohol would be sold prior to 12Noon.

Some local restaurants promote what they call a "bottomless" or "all you can drink" cocktail menu, usually Bloody Marys and Mimosas. I DO NOT plan to serve alcohol in this manner, nor encourage this type of alcohol consumption. Not only is it against my own principals, from a legal and ethical standpoint, I am certain the City would not approve of such consumption and risk.

Plans to operate on Sunday are as usual, with care and consideration to neighbors, understanding that Sunday is often a quiet family day for many residents. We will be diligent about noise, especially at the back of the restaurant and use extra care when accessing the recycle bins.

If there are any questions regarding my plan to operate on Sundays, please do not hesitate to call my cell phone at 248 515 1164.

I thank you in advance, and I appreciate your attention to my request.

Sincerely,

Nancy Crutchfield
Owner, *cork wine pub*



City of Pleasant Ridge

December 12, 2013

Kelly Walsh, Owner
CORK WINE BAR & RESTAURANT
23810 Woodward Avenue
Pleasant Ridge, Michigan 48069

Dear Ms. Walsh:

I would like to be the first to congratulate you on the recent approval of Saturday brunch at Cork. I am sure it will be a great value to your business and the City of Pleasant Ridge. The City has always been proud of the success of Cork Restaurant and its many achievements. Cork has become more than just a place to buy dinner, more than just a restaurant; it has become an integral part of our community where residents can meet and enjoy a fun evening with friends and family and still boast of a place that is an award-winning business in a little place like Pleasant Ridge. Just as a reminder, the City Commission approved additional hours from 10:00 am-4:00 pm on Saturdays and to open at 10:00 a.m. on Sundays.

There has been concern about the amount of refuse that is created by the restaurant currently, and as you can imagine it was brought to my attention that 7 more hours of operation will surely create more. I contacted the sanitation company, Tringali Sanitation, and they quoted a price of \$55.00 per month for an additional weekly pickup (day TBD). I would urge you to approve this expenditure, as it will go a long way for community/resident relations. If this is a service you would like to add, please let me know so I may schedule it with Tringali.

Also, the police have once again observed the valet service employees parking vehicles belonging to restaurant patrons on Fairwood and Sylvan. Per the Agreement between the City and Cork, the valet service, as well as restaurant employees, must park in the Wellesley Municipal Parking Lot; absolutely not on the residential side streets. I ask that you please inform the valet service employees and the restaurant employees that parking on the residential side streets is strictly prohibited by the City.

Thank you for your prompt attention to these matters and congratulations. On a side note, I think the new signage looks amazing.

Sincerely,

Scott Pietrzak
Acting City Manager

Cc Meredith Walsh
 Kathy Galen
 Chief of Police



November 26, 2013
sent via email and first class mail

City of Pleasant Ridge
ATTN: Scott R. Pietrzak
Acting City Manager
23925 Woodward Ave.
Pleasant Ridge, MI 48069

Re: Cork Wine Pub - request to change and expand hours of operation

Dear Scott:

Please accept this letter as my formal request to expand the hours of operation at Cork Wine Pub from the current hours to allow us to open for Brunch on Saturdays from 10:00 a.m. until 4:00 p.m. And to expand our Sunday hours from 11:00 a.m. to 10:00 a.m. Our current hours under our agreement dated January 17, 2013 with the City are as follows:

- (iii) except as provided in (iv), below, the days and hours of operation shall be limited to 4:00 p.m. until 11:00 p.m. from Monday through Thursday, 4:00 p.m. until 12:00 a.m. from Friday through Saturday, and 11:00 a.m. until 4:00 p.m. on Sunday;*
- (iv) the Restaurant may open for occasional pre-scheduled private events during other times than indicated in (iii), above, provided there shall not be more than 1 such event in any seven (7) day period and no more than two (2) such events in any thirty (30) day period, and provided further that the Restaurant shall not be open to the general public during such events;*

We would like to continue with the current schedule only we would like to add Saturdays as above stated. Further, we would like to open on Sundays at 10:00 a.m. instead of 11:00 a.m. We have received a lot of feed back from customers that they would like to see a Brunch on both Saturdays and Sundays. Further, that 10:00 a.m. would be a better to accomodate some of our customers who have expressed a desire to come in earlier for brunch.

Please present this letter to the Mayor and City Counsel for consideration. Do we need to have a public hearing on this request? If so, can we please get this on the calendar for the next possible date.

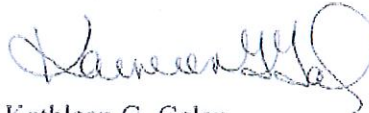
We of coarse would continue to operate in a courtesy manner towards our neighbors to minimize any impact on our neighbors. Our goal is to be an asset to the community.

We are reactivating our Sunday brunch again starting Sunday, December 1, 2013. If our request is approved, we would like to get our Saturday brunch started as soon as possible.

Please let me know if there is anything else that you would need from me to process our request.

Thank you in advance for your anticipated courtesy and cooperation. If you have any questions, please feel free to call me.

Best regards,

A handwritten signature in blue ink, appearing to read 'Kathleen G. Galen', with a large, stylized loop at the end.

Kathleen G. Galen
Vice-President, Detroit Celtic Entertainment, Inc.
dba Cork Wine Pub

KGG

EXHIBIT C

Site Plan

EXHIBIT D

Assignment of Liquor License

ASSIGNMENT OF LIQUOR LICENSE

This Assignment of Liquor License ("Assignment") is made and entered into on Jan 17, 2013, by and between the City of Pleasant Ridge, a Michigan municipal corporation, whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 (referred to in this Agreement as the "City"); Meredith Marie Walsh, whose address is 767 Flowerdale, Ferndale, Michigan 48220; Kathleen G Galen, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021; and Detroit Celtic Entertainment, Inc., a Michigan corporation, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021. Meredith Marie Walsh, Kathleen G. Galen, and Detroit Celtic Entertainment, Inc. are referred to jointly in this Agreement as the "Owner." The City and the Owner are collectively referred to in this Agreement as the "Parties".

Recitals

- A. The Owner desires to operate a restaurant known as Cork Wine Pub (referred to in this Agreement as the "Restaurant") located at 23810 Woodward Avenue, Pleasant Ridge, Michigan, whose legal description is attached as Exhibit A (referred to in this Agreement as the "Property").
- B. The Owner has requested that the City approve a transfer to it of the existing Class C liquor license (referred to in this Agreement as the "License") that was issued in 2010 from the City's quota of such licenses for Owner's use at the Restaurant.
- C. For purposes of inducing the City to approve the transfer and issuance of the License to the Owner for its use at and continued operation of the Restaurant, the Owner voluntarily offered or accepted the restrictions regarding the operation of the Restaurant and other covenants as set forth or referred to in the Operation Agreement, dated Jan 17, 2013 (the "Operations Agreement").
- D. This Assignment is attached to the Operations Agreement and the execution of this Assignment is a principal inducement for the City to approve Owner's request for the transfer and issuance of the License to it, and as agreed under and pursuant to Section 8 of the Operations Agreement, Owner and the City enter into this Assignment.

Agreement

NOW, THEREFORE, as an integral part of the approval of the transfer and issuance of the License to the Owner for its use at the Restaurant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED as follows:

1. **Assignment.** If Owner either A) determines that it desires to cancel the License and so notifies the City, B) takes action so as to cancel the License and fails to notify the City; or C) fails to take any action such that the License could be canceled by operation of law ("Act of Cancellation"), Owner hereby transfers and assigns to the City all of Owner's right, title and interest in and to the License, subject only to the approval of the Michigan Liquor Control

Commission and the City's acceptance of such transfer and assignment as provided herein. The transfer and assignment under this Section shall become effective only upon the City exercising its right and option to accept the transfer and assignment by providing written notice of such acceptance to Owner within ninety (90) days of receiving written notice of the Act of Cancellation. Furthermore, upon any Act of Cancellation, Owner agrees to execute and deliver to the City any instruments necessary to effect a transfer of the License to the City.

2. **Power of Attorney.** If Owner fails to execute and deliver such instruments necessary to effect a transfer of the License to the City within three (3) business days after City's written request for such instruments, Owner hereby grants to the City an irrevocable power of attorney to execute and deliver such instruments to effect the transfer of the License to the City. This power of attorney shall not be considered executor in nature, but is fully effective as of the date of this Assignment. Owner hereby irrevocably appoints the City as its attorney-in-fact, with such appointment to be coupled with an interest, to execute any necessary documents on Owner's behalf in its name for the purposes of accomplishing the goals of this Assignment.

3. **Representations.** Owner represents and covenants to the City that its rights in the License are unencumbered; that it has executed no prior assignments of the License; that it shall not encumber or assign the License without prior written consent of the City; and that it shall do all things required to maintain the License in good standing at all times.

4. **Recitations and Exhibits.** The Recitations, above, are incorporated herein by this reference and expressly agreed to and made a part of this Assignment for all purposes. The exhibits attached hereto and the information contained therein are incorporated herein as though fully set forth as part of this Assignment.

5. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect: (a) such invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement; (b) this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it; and (c) the remainder of this Agreement shall remain in full force and effect. This Assignment shall be binding upon the heirs, legal representatives, successors and assigns of the Parties. This Assignment shall be construed in accordance with the laws of the State of Michigan. This Assignment may be executed in counterparts and such counterparts taken together shall be construed as an original. Failure by a Party to object to a violation of the terms of this Assignment shall not be a waiver of any continuing or subsequent violation. The prevailing Party in an action to enforce the terms of this Assignment is entitled to reimbursement of its costs, including reasonable attorneys' fees, from the non-prevailing Party. Time shall be of the essence for all obligations of this Assignment.

6. **Non-Waiver; Estoppel.** A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

7. **Notice.** All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending:

To City: City Manager
City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

To Applicant: Meredith Marie Walsh, President
Kathleen G. Galen, Vice President
Detroit Celtic Entertainment, Inc.,
23801 Gratiot, Suite #8
Eastpointe, Michigan 48021

8. **Effective Date.** Except as otherwise specifically provided in Section 1, above, the provisions of this Assignment shall become effective on the date, if any, that the Operation Agreement becomes effective, and any prior assignment of the License shall, as of said date, be superseded by this Assignment and of no further force and effect.

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

DETROIT CELTIC ENTERTAINMENT, INC., a Michigan corporation

By: Meredith Walsh
Print Name: Meredith Marie Walsh
Print Title: President

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17 day of Jan, 2013, by Meredith Marie Walsh, the President of Detroit Celtic Entertainment, Inc., a Michigan corporation.

AMY MICHELLE PORCS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 27, 2017
ACTING IN COUNTY OF Oakland

Amy Michelle Porcs
Notary Public
Acting in Oakland Michigan
My Commission Expires: 9/27/2017

Signatures continued on following page

MEREDITH MARIE WALSH, an individual

Meredith Walsh

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17 day of Jan, 2013, by
Meredith Marie Walsh, an individual.

AMY MICHELLE PORCS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 27, 2017
ACTING IN COUNTY OF Oakland

Amy Michelle Porcs
Notary Public
Acting in Oakland, Michigan
My Commission Expires: 9/27/2017

KATHLEEN G. GALEN, an individual

Kathleen G. Galen
as vice president of Detroit Celtic Entertainment Inc
STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of Feb, 2013, by
Kathleen G. Galen, an individual, as vice president of Detroit Celtic
Entertainment, Inc.

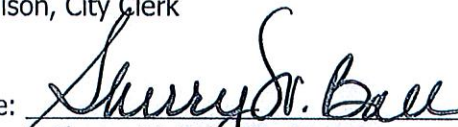
Patricia Bell
Notary Public
Acting in Macomb, Michigan
My Commission Expires: 8/26/16

Signatures continued on following page

CITY OF PLEASANT RIDGE, a Michigan municipal corporation

By: 
Ralph A. Castelli, Jr., Mayor

Attested: 
Amy M. Allison, City Clerk

Approved as to Substance: 
Sherry W. Ball, City Manager


Approved as to Form: 
Steven P. Joppich, Special Counsel for City

EXHIBIT A

Property Legal Description

Parcel Number:
60-25-27-156-002

OWNERS ADDRESS:
WALSH REALTY INVESTMENTS, LLC

23801 GRATIOT AVE STE 8
EASTPOINTE, MI 48021-1666

PROPERTY ADDRESS:
23810 WOODWARD AVE
PLEASANT RIDGE, MI 48069-1100

DATE PRINTED: 01/14/2013

2012 LEGAL DESCRIPTION:

T1N, R11E, SEC 27 SYLVAN GARDENS SUB S 1/2 OF LOT 21, ALL OF LOTS 22, 23 &
24