



Regular City Council Meeting  
7:00 p.m., Tuesday, Jan. 16, 2024  
Farmington City Hall  
23600 Liberty Street  
Farmington, MI 48335

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## REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF ITEMS ON CONSENT AGENDA**
  - A. **City of Farmington Minutes**
  - B. **Farmington Monthly Payments Report**
  - C. **Public Works Second Quarter Report**
  - D. **Second Quarter Building Report**
  - E. **Special Event Application: Annual Crop Walk**
4. **APPROVAL OF REGULAR AGENDA**
5. **PUBLIC COMMENT**
6. **PRESENTATIONS AND PUBLIC HEARINGS**
  - A. **Promotional Ceremonies for**
    - **Michael Weir as Sergeant**
    - **James Wren as Sergeant**
    - **Rick Friess as Commander**
  - B. **Farmington Farmers & Artisans Market, Manager Walt Gajewski**
  - C. **Special Event Application: CARES Duck Race**
7. **NEW BUSINESS**
  - A. **Consideration to Adopt Resolution Recommending Approval of Redevelopment Liquor License for Blueberry Brunch, LLC.**
  - B. **Consideration to Authorize Submittal of Documentation for Redevelopment Liquor License for Blueberry Brunch, LLC.**
8. **PUBLIC COMMENT**
9. **CITY COUNCIL COMMENTS**
10. **CLOSED SESSION: Discuss confidential writing communication from city attorney**
11. **ADJOURNMENT**

*The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.*



**City Council Meeting**  
**6:00 p.m., Monday, December 18, 2023**  
**Conference Room**  
**23600 Liberty Street**  
**Farmington, MI 48335**

## **DRAFT**

### **SPECIAL MEETING MINUTES**

A special meeting of the Farmington City Council was held on December 18, 2023, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:02 PM by Mayor LaRussa.

#### **1. ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Johnna Balk	Mayor Pro-Tem	Present	
Joe LaRussa	Mayor	Present	
Kevin Parkins	Councilmember	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

City Manager David Murphy  
City DDA Director, Kate Knight  
City Clerk Meaghan Bachman  
City Planning and Building Department Director Kevin Christiansen  
City Attorney Beth Saarela

#### **2. APPROVAL OF REGULAR AGENDA**

**Move to approve the agenda as presented.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Balk, Mayor Pro-Tem
<b>SECONDER:</b>	Schneemann, Councilmember

#### **3. PUBLIC COMMENT**

Sarah Davies of 23120 Violet Street, also a member of the Beautification Committee. She spoke in support of the candidates that are being interviewed for the committee.

#### 4. Beautification Committee Interviews

**6:00 pm: Anah Soble**

**6:10 pm: Kasandra Mullen**

City Council interviewed two candidates for the Beautification Committee. No action was taken.

#### 5. Review and Discuss City of Farmington Zoning Ordinance Regulations Related to Outdoor Seating

Planning and Building Department Director Kevin Christiansen presented this agenda item. Council discussed allowing year-round outdoor seating to include regulations and standards. The purpose of this work session item was to review the provided documents and hold a discussion regarding current and future use of Outdoor Seating, and related outdoor items (furniture and equipment) in the City of Farmington. Items provided to Council for review included a copy of the Codes of Ordinances, Chapter 35 Zoning, Article 7. - CBD Central Business, C2 Community Commercial, C3 General Commercial and RO Redevelopment Overlay Districts, Section 35-102 Table of Uses, Special Provisions, Footnote (b) and Accessory Outdoor Seating Areas. Also provided were copies of the Winter Strategies guidebook from The Michigan Economic Development Corporation (MEDC) and the Winter Places 2.0 guidebook presented by Bench Consulting. Outdoor seating areas that require a site plan, must follow certain regulations. Many businesses would like year-round outdoor seating and in order to allow this, the ordinance must be amended. Council discussed standards and regulations that would need to be included with the ordinance. Draft standards will be put together for year-round outdoor seating and presented back to Council. It was also asked by Councilmember Taylor that snow removal expectations are added to the standards and regulations.

#### 6. OTHER BUSINESS

City Manager Murphy noted he received a request from a staff member to host a graduation party on the Warner Mansion Grounds. The applicant would like to have alcohol available to the guest and Mr. Murphy asked Council for feedback on this request. Council agreed that it would be allowed.

City Manager Murphy proposed a couple of dates for the goal setting meeting, and it was decided Saturday, January 20, 2024 works best for all.

City Manager Murphy requested a member of Council volunteer to service on the CIA Steering Committee; Councilmember Taylor volunteered, and the following motion was made:

**Move to appoint Councilmember Taylor to the CIA Steering Committee.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Balk, Mayor Pro-Tem
<b>SECONDER:</b>	Parkins, Councilmember

**7. COUNCIL COMMENTS**

No members of the City Council spoke.

**8. ADJOURNMENT**

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Balk, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

The meeting adjourned at 7:02 p.m.

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Joe LaRussa, Mayor

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Meaghan K. Bachman, City Clerk

Approval Date:





**City Council Meeting**  
**7:00 p.m., Monday, December 18, 2023**  
**Conference Room**  
**23600 Liberty Street**  
**Farmington, MI 48335**

## **DRAFT**

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### **REGULAR MEETING MINUTES**

A meeting of the Farmington City Council was held on December 18, 2023, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:07 PM by Mayor LaRussa.

#### **1. ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Johnna Balk	Mayor Pro-Tem	Present	
Joe LaRussa	Mayor	Present	
Kevin Parkins	Councilmember	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

City Manager David Murphy  
City DDA Director Kate Knight  
City DPW Director Chuck Eudy  
City Clerk Meaghan Bachman  
City Attorney Beth Saarela

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. PUBLIC COMMENT**

Mike Sweeney of the Emergency Preparedness Committee spoke of the October safety tip of the month: Phone security feature for emergencies.

**4. APPROVAL OF ITEMS ON CONSENT AGENDA**

- A. City of Farmington Minutes
- B. Farmington Public Safety Monthly Report
- C. Farmington Monthly Payments - Report October & November
- D. Investment Reports – June & September
- E. Financial Reports – June & September
- F. Court Financial Report – June & September
- G. Form 5572 Submittal - Pension and OPEB
- H. Poverty Exemption

**Move to approve the consent agenda as presented.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Balk, Mayor Pro-Tem

**5. APPROVAL OF REGULAR AGENDA**

**Move to approve the regular agenda with the amendment by Councilmember Taylor to move items 10 and 11 before closed session so comments from the public and council can be heard.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember

**6. PRESENTATION/PUBLIC HEARINGS**

- A. Mainstreet Oakland County Genesys Credit Union small business grants
  - o Kitchen Creations
  - o Heights Brewing

Mainstreet Oakland County along with Genesys Credit Union presented a grant in the amount of \$2000 to Kitchen Creations that utilized the grant to purchase a refrigeration system, a display fridge, and freezer. Heights Brewing was awarded a \$2500 grant to support the installation of a custom water system to help with their taps. Both businesses were present to accept the grant award. Mayor LaRussa noted both businesses were also recognized publicly.

**7. NEW BUSINESS**

**A. Waste Management solid waste collection 5-year extension**

This item was presented by DPW Superintendent Chuck Eudy along with Chantell LaForest of Waste Management. The agreement will be from July 1, 2024 - June 30, 2029. The extension will reflect contract price adjustments each year of the agreement. Each residence will receive one 96-gallon cart to dispose of solid waste. Up to five additional bags of solid waste may be set outside the cart for collection. Each residence will continue to utilize its 64-gallon or 35-gallon cart for collection of recyclable materials. Between the first full week of April and second full week of December, each residence may dispose of an unlimited quantity of yard waste in resident-provided containers or biodegradable bags. Each residence may set out two bulk items for collection each week. Items will not be required to be pre-scheduled. Service days will reduce from five days per week to three days per week – Tuesday through Thursday. The full terms of the agreement will be kept on file with the City Clerk’s Office. It was noted that the carts will be delivered approximately 2 weeks prior to the start of the new agreement. Residents will be notified and communicated with in a timely manner.

**Move to approve a five (5) year solid waste collection extension with Waste Management for solid waste collection including trash, yard waste, and recycling.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Parkins, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Balk, LaRussa, Parkins, Schneemann, Taylor

**B. DDA 2024 Event Calendar**

This item was presented by Kate Knight, DDA Director.

**Move to Adopt Resolution Approving the 2024 DDA Community Events Calendar, Temporary Liquor License Applications, Street Closures and Designated Sidewalk Shopping dates as presented.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Balk, Mayor Pro-Tem
<b>SECONDER:</b>	Taylor Councilmember
<b>AYES:</b>	LaRussa, Parkins, Schneemann, Taylor, Balk

**C. CONSIDERATION TO APPROVE MDOT STATE TRUNKLINE MAINTENANCE APPENDIX F LETTER OF UNDERSTANDING**

This item was presented by Chuck Eudy, DPW Superintendent.

**Move to approve the State Trunkline maintenance Appendix F Letter of Understanding with the Michigan Department of Transportation and authorize the City Manager or other City of Farmington Administrators to execute the Appendix F Letter of Understanding on behalf of the City of Farmington.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Balk, Mayor Pro-Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Parkins, Schneemann, Taylor, Balk, LaRussa

**D. CONSIDERATION OF STATE TRUNKLINE PERFORMANCE RESOLUTION ALLOWING ANNUAL AND INDIVIDUAL PERMITTING APPLICATIONS**

This item was presented by Chuck Eudy, DPW Superintendent.

**Move to adopt the Performance Resolution regarding annual, and individual permit applications with Michigan Department of Transportation for Miscellaneous Operations within State Trunkline Right of Way.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Parkins, Councilmember
<b>AYES:</b>	Schneemann, Taylor, Balk, LaRussa, Parkins

**E. CONSIDERATION TO APPROVE DUMP/SALT TRUCK BUILD OF THE 2025 FREIGHTLINER CHASSIS**

This item was presented by Chuck Eudy, DPW Superintendent. City Council previously approved the purchase of the Freightliner Chassis for this build. Public Works Administration recommends approving the purchase of Swap Loader upfit from Truck & Trailer Specialties Incorporated located at 900 Grand Oaks Drive Howell MI 478843 in the amount of \$158,185. If payment is received by Truck & Trailer Specialties within 30 days, a 2% discount will be applied.

**Move to approve the purchase of the Dump/Salt truck build from Truck & Trailer Specialties Incorporated in the amount of \$158,185.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember
<b>AYES:</b>	Taylor, Balk, LaRussa, Parkins, Schneemann

## F. CONSTRUCTION ESTIMATE NO. 6 FOR THE 2022 ROAD REHABILITATION PROJECT

This item was presented by Chuck Eudy, DPW Superintendent. He presented council with documents that noted the following project updates. Nearly all the HMA (asphalt) paving was completed on November 5, 2023. Contractors began restoration for turf establishment in the Alta Loma neighborhood. Contractors moved to Shiawassee between Farmington Road and Raphael Street. Grading, storm water structure adjustment, and restoration have been completed. The areas will require additional restoration in the spring. The improved ditch appears to be functioning as planned. OHM recommends approving payment to Best Asphalt Incorporated located at 6334 N. Beverly Plaza, Romulus MI. 48174 in the amount of \$49,887.65 with retainage maintained as \$17,246.224 (5%) of this season's project. Total earned by Best Asphalt to date is \$1,124,280.59. A final change order and Payment Application will be prepared in the spring to close out the project.

**Move to approve progress payment No. 6 to Best Asphalt Incorporated Payment Application No. 6 in the amount of \$49,887.65 for the. 2022 Road Rehabilitation Project.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Parkins, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Balk, LaRussa, Parkins, Schneemann, Taylor

## G. CONSIDERATION TO APPROVE TEMPORARY RELOCATION OF PRECINCTS 3 AND 4 FOR THE FEBRUARY 27, 2024 PRESIDENTIAL PRIMARY ELECTION

This item was presented by City Clerk, Meaghan Bachman. Farmington High School will be in session for the February 27<sup>th</sup> Election. Because the cafeteria operates as polling location, the district has asked that the precincts relocate to the Maxfield Education Center for this election. The temporary location has been utilized as a polling location previously and is ADA compliant. Voters affected by this change will receive a notification through the mail.

**Move to temporarily relocate voting precincts 3 and 4 from Farmington High School to the Maxfield Educational Center located at 32789 W. 10 Mile Road for the February 27, 2024, Presidential Primary Election.**

<b>MOVER:</b>	Balk, Mayor Pro-Tem
<b>SECONDER:</b>	Parkins, Councilmember
<b>AYES:</b>	LaRussa, Parkins, Schneemann, Taylor, Balk

## 8. OTHER BUSINESS

No other business was heard.

**9. PUBLIC COMMENT**

No members of the public spoke.

**10. COUNCIL COMMENTS**

Councilmember Balk thanked everyone for their support and sent wishes to all for happy holiday season.

Councilmember Taylor spoke on behalf of the Bicentennial Committee and noted Bicentennial merchandise will be available for purchase at the New Years Even Ball Drop.

Mayor LaRussa spoke of the wonderful transformations happening in Farmington. He thanked the city staff for their hard work and thanked his fellow Councilmembers for their leadership. He wished all a Merry Christmas and Happy Holidays.

**11. CLOSED SESSION – DISCUSS PENDING LITIGATION, CRAWFORD V FARMINGTON**

**Move to enter closed session to discuss pending litigation: Crawford v Farmington**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann , Councilmember
<b>AYES:</b>	Parkins, Schneemann, Taylor, Balk, LaRussa

Council entered closed session at 7:45 pm.

**Move to exit closed session.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Balk, Mayor Pro-Tem

Council exited closed session at 8:10 pm.

**Move to accept the guidance of the City Attorney in the matter of Crawford v Farmington.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Balk, Mayor Pro-Tem
<b>AYES:</b>	Schneemann, Taylor, Balk, LaRussa, Parkins

**12. ADJOURNMENT**

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Balk, Mayor Pro-Tem

The meeting adjourned at 8:12 p.m.

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Joe LaRussa, Mayor

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Meaghan K. Bachman, City Clerk

Approval Date:

# CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

**MONTH OF DECEMBER 2023**

<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 438,499.09
202	MAJOR STREET FUND	\$ 86,251.98
203	LOCAL STREET FUND	\$ 382,123.30
285	AMERICAN RESCUE ACT	\$ 4,576.99
401	CAPITAL IMPROVEMENT MILLAGE	\$ 15,029.75
592	WATER & SEWER FUND	\$ 298,483.03
595	FARMINGTON COMMUNITY THEATER FUND	\$ 16,614.56
640	DPW EQUIPMENT REVOLVING FUND	\$ 237,442.59
701	AGENCY FUND	\$ 273.00
703	CURRENT TAX COLLECTION FUND	\$ 7,776.60
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 31,270.62
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 1,518,341.51</b>
136	47TH DISTRICT COURT FUND	\$ 37,624.42
243	BROWNFIELD REDEVELOP AUTHORITY	\$ 0.00
244	CORRIDOR IMPROVEMENT AUTHORITY FUND	\$ 6,834.73
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 196,029.50
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 240,488.65</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 1,758,830.16</b>

A detailed Monthly Payments Report is on file in the Treasurer's Office.



## CITY OF FARMINGTON - ACH PAYMENTS REPORT

**MONTH OF DECEMBER 2023**

<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #11	1,773.54
Agency Tax	Oakland County	Tax Payment #11	4,922.72
Agency Tax	Farmington Comm. Library	Tax Payment #11	311.55
Agency Tax	Farmington Public Schools	Tax Payment #12	323,206.99
Agency Tax	Oakland County	Tax Payment #12	96,476.71
Agency Tax	Farmington Comm. Library	Tax Payment #12	26,295.00
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	260,010.71
General Fund	Federal Gov't	W/H & FICA Payroll	90,977.70
General Fund	MERS	November Transfer	98,142.34
General Fund	MERS HCSP	November Transfer	6,025.59
General Fund	MERS	457 Plans - City & Dept. Head	19,015.99
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,828.64
	<b>TOTAL CITY ACH TRANSFERS</b>		<b>928,987.48</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	106,221.30
Court Fund	Federal Gov't	W/H & FICA Payroll	35,865.87
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,427.68
Court Fund	ICMA	Health Savings/401 Accounts	5,290.26
	<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>		<b>148,805.11</b>

01/08/2024

Employee Hours and Gross by GL Number Report  
 For Pay Period End Dates 10/01/2023 to 12/31/2023

Description		Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross
BUILDINGS & GROUNDS	101-265.00-706.000	611.75	12,382.15	0.00	0.00	12,382.15
BUILDINGS & GROUNDS, OVERTIME	101-265.00-709.000	0.00	0.00	12.50	548.06	548.06
CEMETERIES	101-276.00-706.000	277.00	8,271.18	0.00	0.00	8,271.18
CEMETERIES, OVERTIME	101-276.00-709.000	0.00	0.00	12.25	566.04	566.04
POLICE & FIRE, REPAIR/MAINTENANCE	101-345.00-930.001	3.25	100.88	0.00	0.00	100.88
PUBLIC WORKS	101-441.00-706.000	494.50	18,046.88	0.00	0.00	18,046.88
PUBLIC WORKS, SEASONAL	101-441.00-707.000	1.50	24.75	0.00	0.00	24.75
PUBLIC WORKS, OVERTIME	101-441.00-709.000	0.00	0.00	53.75	2,454.90	2,454.90
DDA	101-442.00-706.000	37.00	1,100.74	0.00	0.00	1,100.74
DDA, OVERTIME	101-442.00-709.000	0.00	0.00	3.50	166.02	166.02
PARKING LOTS	101-443.00-706.000	15.50	466.35	0.00	0.00	466.35
PARKING LOTS, OVERTIME	101-443.00-709.000	0.00	0.00	6.00	272.71	272.71
SIDEWALKS	101-444.00-706.000	107.50	3,255.03	0.00	0.00	3,255.03
RUBBISH-RECYCLING COLLECTION	101-528.00-706.000	625.75	18,715.92	0.00	0.00	18,715.92
PARKS	101-751.00-706.000	775.75	23,105.48	0.00	0.00	23,105.48
PARKS, SEASONAL	101-751.00-707.000	33.50	552.75	0.00	0.00	552.75
PARKS, OVERTIME	101-751.00-709.000	0.00	0.00	108.25	5,122.95	5,122.95
WARNER HOME	101-804.00-706.000	58.00	1,743.28	0.00	0.00	1,743.28
ROUTINE MAINTENANCE, MAJOR STREETS	202-463.00-706.000	238.50	7,164.53	0.00	0.00	7,164.53
ROUTINE MAINTENANCE, MAJOR STREETS, SEASONAL	202-463.00-707.000	5.00	82.50	0.00	0.00	82.50
ROUTINE MAINTENANCE, MAJOR STREETS, OVERTIME	202-463.00-709.000	0.00	0.00	18.75	900.33	900.33
TRAFFIC SERVICES MAINTENANCE, MAJOR STREETS	202-474.00-706.000	11.00	333.24	0.00	0.00	333.24
WINTER MAINTENANCE, MAJOR STREETS	202-478.00-706.000	1.25	38.83	0.00	0.00	38.83
WINTER MAINTENANCE, MAJOR STREETS, OVERTIME	202-478.00-709.000	0.00	0.00	4.25	184.75	184.75
SWEEP & FLUSH, TRUNK	202-488.00-706.000	3.75	112.32	0.00	0.00	112.32
SWEEP & FLUSH, TRUNK, OVERTIME	202-488.00-709.000	0.00	0.00	8.50	388.23	388.23
GRASS & WEED CONTROL, TRUNK	202-493.00-706.000	40.00	1,211.56	0.00	0.00	1,211.56
WINTER MAINTENANCE, TRUNK	202-497.00-706.000	3.00	91.68	0.00	0.00	91.68
WINTER MAINTENANCE, TRUNK, OVERTIME	202-497.00-709.000	0.00	0.00	3.50	162.96	162.96
ROUTINE MAINTENANCE, COUNTY ROAD	202-508.00-706.000	10.50	317.69	0.00	0.00	317.69
ROUTINE MAINTENANCE, COUNTY ROAD, OVERTIME	202-508.00-709.000	0.00	0.00	1.50	71.37	71.37
WINTER MAINTENANCE, COUNTY ROAD	202-510.00-706.000	1.25	38.83	0.00	0.00	38.83
WINTER MAINTENANCE, COUNTY ROAD, OVERTIME	202-510.00-709.000	0.00	0.00	2.25	100.15	100.15
ROUTINE MAINTENANCE, LOCAL STREETS	203-463.00-706.000	165.50	5,002.66	0.00	0.00	5,002.66
ROUTINE MAINTENANCE, LOCAL STREETS, OVERTIME	203-463.00-709.000	0.00	0.00	4.25	191.45	191.45
WINTER MAINTENANCE, LOCAL STREETS	203-478.00-706.000	4.50	133.34	0.00	0.00	133.34
WINTER MAINTENANCE, LOCAL STREETS, OVERTIME	203-478.00-709.000	0.00	0.00	1.00	46.56	46.56
SUPERVISION, WATER/SEWER	592-620.00-706.000	12.00	3,023.64	0.00	0.00	3,023.64
TRANSMISSION & DISTRIBUTION, WATER	592-621.00-706.000	372.50	11,418.74	0.00	0.00	11,418.74
TRANSMISSION & DISTRIBUTION, WATER, OVERTIME	592-621.00-709.000	0.00	0.00	48.25	2,215.72	2,215.72
SEWER LINES	592-622.00-706.000	257.50	7,847.10	0.00	0.00	7,847.10
SEWER LINES, OVERTIME	592-622.00-709.000	0.00	0.00	2.00	95.16	95.16
METER READINGS & UTILITY BILLING	592-623.00-706.000	11.75	369.34	0.00	0.00	369.34
MAINTENANCE, HYDRANTS	592-624.00-706.000	241.25	7,342.46	0.00	0.00	7,342.46

MAINTENANCE, SEWAGE RETENTION FACILITY	592-625.00-706.000	53.50	1,664.16	0.00	0.00	1,664.16
MAINTENANCE, SEWER PUMPS	592-626.00-706.000	113.75	3,531.62	0.00	0.00	3,531.62
MAINTENANCE, SEWER PUMPS, OVERTIME	592-626.00-709.000	0.00	0.00	7.00	317.04	317.04
METER READINGS & UTILITY BILLING	592-632.00-706.000	78.25	2,411.33	0.00	0.00	2,411.33
MISCELLANEOUS CUSTOMER SERVICES	592-633.00-706.000	10.25	319.59	0.00	0.00	319.59
MAINTENANCE, GENERAL PLANT	592-666.00-706.000	0.75	23.60	0.00	0.00	23.60
MAINTENANCE, EQUIPMENT	592-668.00-706.000	94.75	2,895.14	0.00	0.00	2,895.14
INSPECTIONS, WATER/SEWER, MISS DIGS	592-671.00-706.000	84.75	2,664.52	0.00	0.00	2,664.52
INSPECTIONS, WATER/SEWER, MISS DIGS, OVERTIME	592-671.00-709.000	0.00	0.00	4.00	183.84	183.84
NEW WATER METER INSTALLATIONS	592-692.00-706.000	2.50	76.31	0.00	0.00	76.31
CAPITAL OUTLAY	640-000.00-706.000	271.75	8,428.14	0.00	0.00	8,428.14
	Grand Totals:	6,136.00	185,354.44	301.50	13,988.24	199,342.68

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**CITY OF FARMINGTON**  
**BUILDING DEPARTMENT**

***2nd Quarter Report***

***October 1, 2023***  
***through***  
***December 31, 2023***

***Jeffrey Bowdell***  
***Building Official***  
***Building Inspector***

FY 2022 - 23

MONTH	NEW HOMES		HOME REMODEL		SHEDS/GARAGES		COMMERCIAL REMODEL		COMMERCIAL BUILDING		INDUSTRIAL REMODEL	
	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value
JULY	0	\$0	1	\$433,360	0	\$0	3	\$109,345	0	\$0	0	\$0
AUGUST	0	\$0	0	\$0.00	0	\$0	1	\$352,094	0	\$0.00	0	\$0
SEPTEMBER	0	\$0	2	\$75,792	0	\$0	1	\$45,000	0	\$0	1	\$30,000
OCTOBER	0	\$0	0	\$0	0	\$0	2	\$222,500	0	\$0	0	\$0
NOVEMBER	0	\$0	1	\$12,600.00	0	\$0	2	\$365,000	0	\$0	0	\$0
DECEMBER	0	\$0	0	\$0	0	\$0	1	\$125,000	0	\$0	0	\$0
JANUARY												
FEBRUARY												
MARCH												
APRIL												
MAY												
JUNE												
<b>TOTAL</b>	<b>0</b>	<b>\$0</b>	<b>4</b>	<b>\$521,752.00</b>	<b>0</b>	<b>\$0</b>	<b>10</b>	<b>\$1,218,939</b>	<b>0</b>	<b>\$0.00</b>	<b>1</b>	<b>\$30,000</b>





## BUILDING PERMITS

	2023- 2024		2022 - 2023		2021 - 2022	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	41	\$20,565	12	\$3,750	32	\$ 33,050
AUGUST	28	\$12,443	50	\$16,330	55	\$27,890
SEPTEMBER	25	\$10,155	30	\$14,615	45	\$15,085
OCTOBER	31	\$9,445	40	\$9,595	61	\$21,145
NOVEMBER	24	\$13,250	35	\$9,170	41	\$16,465
DECEMBER	30	\$3,225	20	\$7,845	16	\$5,300
JANUARY			24	\$9,475	30	\$18,990
FEBRUARY			10	\$11,960	25	\$6,070
MARCH			14	\$3,775	45	\$31,905
APRIL			32	\$19,055	32	\$10,600
MAY			49	\$18,710	46	\$9,945
JUNE			52	\$24,115	24	\$10,470
<b>TOTAL</b>	<b>179</b>	<b>\$69,083</b>	<b>368</b>	<b>\$148,395</b>	<b>452</b>	<b>\$206,915</b>



## ELECTRIC PERMITS

	2023 - 2024		2022 - 2023		2021 - 2022	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	19	\$1,483	22	\$2,294	16	\$1,057
AUGUST	25	\$5,024	34	\$4,027	28	\$4,123
SEPTEMBER	17	\$2,600	15	\$2,294	23	\$4,218
OCTOBER	23	\$3,870	25	\$3,353	24	\$3,468
NOVEMBER	14	\$1,330	18	\$2,032	32	\$4,245
DECEMBER	21	\$1,854	13	\$2,042	21	\$3,145
JANUARY			20	\$2,518	32	\$3,201
FEBRUARY			20	\$3,275	16	\$2,207
MARCH			17	\$2,651	21	\$4,304
APRIL			16	\$1,647	21	\$2,060
MAY			23	\$3,001	15	\$1,591
JUNE			22	\$2,924	30	\$3,620
<b>TOTAL</b>	<b>119</b>	<b>\$16,161</b>	<b>245</b>	<b>\$32,058</b>	<b>279</b>	<b>\$37,239</b>

## MECHANICAL PERMITS

	2023 - 2024		2022 - 2023		2021 - 2022	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	21	\$3,130	19	\$3,335	17	\$2,760
AUGUST	25	\$5,153	35	\$5,535	19	\$3,565
SEPTEMBER	15	\$2,735	23	\$3,970	12	\$2,307
OCTOBER	15	\$3,475	11	\$1,485	19	\$2,710
NOVEMBER	16	\$2,755	15	\$2,685	27	\$5,425
DECEMBER	13	\$2,280	12	\$2,080	18	\$3,845
JANUARY			12	\$2,085	26	\$4,020
FEBRUARY			19	\$3,624	12	\$2,815
MARCH			17	\$3,320	33	\$6,695
APRIL			18	\$3,970	19	\$3,185
MAY			16	\$2,485	9	\$1,360
JUNE			18	\$3,597	31	\$5,890
<b>TOTAL</b>	<b>105</b>	<b>\$19,528</b>	<b>215</b>	<b>\$38,171</b>	<b>242</b>	<b>\$44,577</b>

## PLUMBING PERMITS

	2023 - 2024		2022 - 2023		2021 - 2022	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	8	\$1,235	2	\$995	6	\$1,465
AUGUST	10	\$1,575	18	\$1,765	11	\$2,475
SEPTEMBER	4	\$2,000	3	\$635	6	\$1,155
OCTOBER	12	\$2,735	8	\$1,130	6	\$1,325
NOVEMBER	9	\$1,470	5	\$930	11	\$2,080
DECEMBER	5	\$815	10	\$1,275	6	\$905
JANUARY			12	\$2,655	7	\$855
FEBRUARY			6	\$1,120	16	\$3,595
MARCH			4	\$1,195	16	\$2,830
APRIL			7	\$1,205	14	\$2,075
MAY			8	\$1,055	10	\$1,885
JUNE			8	\$1,840	12	\$3,815
<b>TOTAL</b>	<b>48</b>	<b>\$9,830</b>	<b>91</b>	<b>\$15,800</b>	<b>121</b>	<b>\$24,460</b>

CODE ENFORCEMENT LOG

MONTH: October 2023

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	VERBAL	LETTER	WARNING TICKET	
unoperable vehicle		1			1
Recreational Vehicles	1				1
Trash cans at curb		1			1
Streets / Sidewalks					
Commercial Property Maint./Dumpster					
Signs					
Housing Code					
Fences					
Nuisances		2			2
Zoning: unapproved use					
Grass over 8"		2			2
Work w/o permit		1			1
Blight: yard/outdoor	2				2
Animal Offenses		1			1
improper disposal grease					
unauthorized use of bldg					
improper storage	2				2
Barrier-free parking not enough spaces					
Lights					
<b>Total</b>	<b>5</b>	<b>8</b>	<b>0</b>		<b>13</b>

RESULTS						
COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
1						1
			1			1
			1			1
1			1			2
1			1			2
			1			1
			2			2
			1			1
			2			2
<b>3</b>	<b>0</b>		<b>10</b>			<b>13</b>

INSPECTIONS	
Gas Pressure Tests	1
Rough Building	11
Final Building	4
Foundation	0
Initial Compliance	1
Roof	0
Heating/Cooling	31
Fire Test Hood Supression	1
Fireplace	0
Foreclosure	0
<b>Total</b>	<b>49</b>

PLAN REVIEW	
Signs	0
Buildings/addition	0
Fences	0
Decks	0
Hood Suppression	0
Demolition	0
Zoning Compliance	0
<b>Total</b>	<b>0</b>



CODE ENFORCEMENT LOG

MONTH: November 2023

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	Inspection	LETTER	WARNING TICKET	
Automobiles					
Recreational Vehicles		1			1
Trash/dumpster					
Streets / Sidewalks					
Comm. Property Maint.		1			1
Signs					
Unapproved use		7			7
Fences					
Nuisances	1				1
Shed/acc bldg					
Property Blight					
Grass (over 8")					
Leaves	1				1
Blight Vehicles					
Storage / Pods					
Signs		2			2
rats					
Work w/o permit					
<b>Total</b>	<b>2</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>13</b>

RESULTS						
COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
1						1
1						1
			7			7
			1			1
	1					1
1	1					2
<b>3</b>	<b>2</b>	<b>0</b>	<b>8</b>			<b>13</b>

INSPECTIONS	
Gas Pressure Tests	1
Rough Building	1
Final Building	37
Foundation	1
Observable Component	0
Roof	3
Heating/Cooling	19
Fireplace	0
Foreclosures	0
<b>Total</b>	<b>62</b>

PLAN REVIEW	
Signs	0
Buildings	0
Fences	0
Decks	0
Hood Suppression	0
Demolition	0
Fire Repair	0
Pool	0
<b>Total</b>	<b>0</b>









<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> Jan. 16, 2024	<b>Item Number 3E</b>
<b>Submitted by:</b> Melissa Andrade, Assistant to the City Manager		
<b>Agenda Topic:</b> Special Event Application: Crop Walk		
<b>Proposed Motion:</b> NA, consent agenda; is an annual event		
<p><b>Background:</b> Farmington/Farmington Hill/West Bloomfield Crop Walk is planning its annual walk through the communities on Sunday May 5, 2024. The walk is to raise funds for hunger awareness and support. Event registration is at the First United Methodist Church in Farmington at 1 p.m. on Sunday and the walk begins at 1:30 p.m.</p> <p>There will be an officer placed at Grand River for traffic control when the walk starts. Walkers remain on sidewalks and the pack thins out depending on various paces.</p>		
<b>Materials:</b> application		

Farmington / Farmington Hills /  
West Bloomfield

Event Name CROP WALK

**CITY USE ONLY**

COUNCIL APPROVAL NEEDED  
FOR EVENTS OVER 150

APPROVED

DENIED

2024



## City of Farmington Special Event Application

This application is for all events in Riley Park and any other event in the City of Farmington that will bring in more than 25 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 30 days prior to the starting date of the event. If your event is approved, you will receive a written confirmation of approval.

Park fees are \$100 for residents and \$200 for non-residents.

To Provide As Soon As Available  
Certificate of Insurance  
Map of Walk Route

Farmington / Farmington Hill /  
West Bloomfield

Event Name CROP Walk

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of myself or the sponsoring organization, the following:

- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

**To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.**

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

3.22.23  
Date

Teresa Page  
Signature

9.28.23

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office  
23600 Liberty Street  
Farmington, MI 48336

Phone: 248-474 5500, ext. 2221

*Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.*

Sponsoring Individual/Organization's Name: Farmington/Farmington Hills/  
West Bloomfield  
CROP WALK

Individual/Organization Phone: 248.207.1225

Individual/Organization Address: 30445 Sunderland Drive  
Farmington Hills MI 48331

Organization's Contact: Tom Peeler Phone: 248.613.9500 Office  
248.207.1225 Cell

Contact's Title: Treasurer E-mail: t.peeler@sns.net

Address: 30445 Sunderland Dr  
Farmington Hills MI 48331

Event Name: Farmington/Farmington Hills/West Bloomfield  
CROP WALK

- Type of Event:
- Sponsored/City Operated
  - Non-Profit
  - Political or Ballot Issue
  - Video or Film Production
  - Block Party
  - Co-Sponsored (all parties must provide info and sign application)
  - For Profit
  - Wedding
  - Running Event
  - Other (describe)

Riley Park Permit Fee:  
\$100 residents/\$200 non-residents

Event Purpose: Raise funds for hunger awareness and support. 25% stays locally with the other 75% going to Church World Service

Event Dates: Sunday ~~May 4~~ May 5, 2024

Event Times: Registration 1:00 Walk 1:30

Event Location: First United Methodist Church Farmington

Number of People Expected: 175-225

Contact Person on Day of Event: Tom Pegler

Phone: 248.207.1225

Email T.pegler@smis.net

Estimated Time of Setup: 12:30

Estimated Time of Cleanup: 3:30

Crowd Control Plans:

At FUMC will be inside  
Police crossing at GR to hold traffic  
Walk participants spread out at that point

Sidewalk use?  YES  NO

If yes, describe sidewalk use:

Walk will be held throughout downtown area and surrounding neighborhoods.

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

YES  NO

If yes, list the lots or locations where parking is requested:

---

Will street closures be necessary?  YES  NO

If yes, describe street closures, include time of closure and re-open:

Will music be provided?  YES  NO

If yes, describe amplification and proposed location of band, speakers, equipment, etc.:

Will electricity be needed for the event?  YES  NO

Will the following be constructed or located in event area?

Booths	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Tents/Canopies	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Rides	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Tables	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Portable Toilets	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Inflatables	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Food Vending	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Other Vendors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>

Other (describe)

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*\*If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as state in the City Cod of Ordinances (Appendix A in policy).*



An Event Map  [is]  [is not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

**For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity.**  
 Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager’s office shall be responsible for determining whether this requirement has been met.

- I have invited local businesses to participate.  
 Those invited include:

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**Event Signs:** Will this event include the use of signs  YES  NO *Along walk route*

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager’s Office.

**Event Cost Worksheet**

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels			
Other			
Total			0

Usage fee for Riley Park is \$100 for residents, \$200 for non-residents. Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Public Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager’s Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the “City of Farmington.” There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.

FARMINGTON / FARMINGTON HILLS  
 WEST BLOOMFIELD  
 CROP HUNGER WALK  
 SUMMARY OF WALK  
 2023

06.20.23

<u>Organization</u>	<u>2023</u> <u>Total</u>	<u>2023</u> <u>Online</u>	<u>2023</u> <u>Bank</u>	<u>2022</u> <u>Total</u>	<u>2021</u> <u>Total</u>
Church World Service	-			-	100.00
C.A.R.E.S. of Farmington Hills	1,075.00	975.00	100.00	100.00	100.00
Dawoodi Bohras of Detroit	1,837.00	1,837.00	-		
Farmington First Presbyterian	1,000.00	1,000.00	-	3,610.00	3,695.00
First United Methodist of Farmington	1,430.00	1,290.00	140.00	1,345.00	945.00
Nardin Park United Methodist	950.00	950.00	-	355.00	460.00
Neighborhood House	230.00	230.00	-	305.00	100.00
North Congregational	3,020.00	2,870.00	150.00	3,700.00	2,720.00
Orchard United Methodist	35,084.04	33,484.04	1,600.00	30,215.00	32,089.48
Pine Hill Congregational Church	966.00	966.00	-	2,616.00	1,827.00
Salem United Church of Christ	620.04	420.04	200.00	1,110.87	-
St. John Lutheran	2,385.00	2,085.00	300.00	1,715.00	1,785.85
Temple Kol Ami	20.00	-	20.00	-	-
Trinity in the Woods Episcopal	2,944.00	2,754.00	190.00	2,443.00	2,285.00
Unity Of Farmington Hills	-	-	-	-	748.85
Universalist Unitarian Church of Farmington	4,680.99	3,632.99	1,048.00	4,135.00	3,650.00
Walled Lake United Methodist Church	-	-	-	-	1,415.00
West Bloomfield United Methodist	1,570.00	100.00	1,470.00	2,900.00	1,950.00
Yad Ezra	939.00	939.00	-	200.00	160.00
Unidentified Deposits	302.00	322.00	(20.00)	-	580.00
<b>Totals for the Year</b>	<b>59,053.07</b>	<b>53,855.07</b>	<b>5,198.00</b>	<b>54,749.87</b>	<b>54,611.18</b>

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: Jan. 16, 2024</b>	<b>Item Number 5</b>
<b>Submitted by: Melissa Andrade</b>		
<b><u>Agenda Topic:</u> Special Event Application: CARES Duck Race</b>		
<b><u>Proposed Motion:</u></b> Move to approve the Special Event Application for CARES Duck Race to be held in Shiawassee Park on Aug. 6 through 8, 2024 and, in conjunction, to approve the Local Governing Body Resolution for Charitable Gaming Licenses for this event.		
<p><b><u>Background:</u></b> CARES Executive Director Todd Lipa has applied for this event to raise funds for the CARES food pantry. Some tents along, rides, a stage with DJ and a giant rubber duck are planned for this event.</p> <p>Because the fund raiser involves “betting” on the winning duck, a state gaming license is required.</p> <p>Aug. 6 would be used for the set up of the giant duck, the event is Aug. 7 from 9 a.m. until 9 p.m., and duck tear down is Aug. 8.</p> <p>The park fee is waived because CARES is a local non-profit using the park between Monday – Thursday per policy. DPW fees for this event will total \$390, that is \$65/hour for six hours.</p>		
<b><u>Materials:</u></b> Application and resolution.		

Event Name GREAT FARMINGTON / CARES DOCK RACE

**CITY USE ONLY**

Approval Needed:

- City Manager  
 City Council

- Approved  
 Denied



## City of Farmington Special Event Application

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Park fees are \$100 for residents and \$200 for non-residents.

Event Name GREAT FARMINGTON / CARES NUCLE RACE

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of myself or the sponsoring organization, the following:

- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

**To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.**

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

Nov 30, 2023  
Date

[Signature]  
Signature

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office  
23600 Liberty Street  
Farmington, MI 48336

Phone: 248-474 5500, ext. 2221

*Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.*

Sponsoring Individual/Organization's Name: CARES in FARMINGTON HILLS

Individual/Organization Phone: 248-231-8493

Individual/Organization Address: 27835 SHIAWASSEE RD FARMINGTON HILLS MI 48336

Organization's Contact: TODD L. LIPA Phone: 248-231-8493

Contact's Title: EXECUTIVE DIRECTOR E-mail: TLIPA@CARESFH.ORG

Address: 27835 SHIAWASSEE RD FARMINGTON HILLS MI 48336

Event Name: FARMINGTON GREAT DUCK RACE

- Type of Event:
- |   |   |
|---|---|
| <input type="radio"/> Sponsored/City Operated   | <input type="radio"/> Co-Sponsored (all parties must provide info and sign application) |
| <input checked="" type="radio"/> Non-Profit     | <input type="radio"/> For Profit  |
| <input type="radio"/> Political or Ballot Issue | <input type="radio"/> Wedding   |
| <input type="radio"/> Video or Film Production  | <input type="radio"/> Running Event   |
| <input type="radio"/> Block Party               | <input type="radio"/> Other (describe)  |

Riley Park Permit Fee:  
\$100 residents/\$200 non-residents

Event Purpose: COMMUNITY EVENT / FUNDRAISER FOR CARES  
Event Dates: AUG 7, 2024 (DUCK RACE) AUG 6<sup>th</sup> : HALF DAY AUG 8<sup>th</sup>, 2024  
Event Times: AUG 6<sup>th</sup> - GIANT DUCK SET-UP / AUG 7<sup>th</sup> DUCK RACE / AUG 8<sup>th</sup> GIANT DUCK TAKE DOWN  
Event Location: ~~SAN~~ SHIAWASSEE PARK  
Number of People Expected: (?) RACE DAY 2500  
Contact Person on Day of Event: TOND L. LIPIA & KITTY OSTACH  
Phone: T.L. 248-231-8493 K.O. 248-231-8494  
Email T.L. [tlipa@caresfh.org](mailto:tlipa@caresfh.org) KOSTACH@CARESFH.ORG  
Estimated Time of Setup: AUG 6<sup>th</sup> 9:00AM / AUG 7<sup>th</sup> 9:00AM / AUG 8<sup>th</sup> - NO SET-UP  
Estimated Time of Cleanup: AUG 6<sup>th</sup> AS NEEDED / AUG 7<sup>th</sup> BY 9:00PM / AUG 8<sup>th</sup> BY 3:00PM

Crowd Control Plans:

WORKING ON A PLAN WITH THE CITY

Sidewalk use?  YES  NO

If yes, describe sidewalk use:

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

YES  NO

If yes, list the lots or locations where parking is requested:

~~Room~~ EAST PARKING LOT / GOING TO USE SORROWS / IF NEEDED Farm. High School

Will street closures be necessary?  YES  NO (SEE BELOW)

If yes, describe street closures, include time of closure and re-open:

THIS WILL NEED TO BE DETERMINED. AT THIS TIME WE ARE NOT THINKING SO.

Will music be provided?  YES  NO

If yes, describe amplification and proposed location of band, speakers, equipment, etc.:

WE HAVE A PORTABLE STAGE FROM THE CITY OF LIVONIA.  
A PROFESSIONAL D.J SET-UP

Will electricity be needed for the event?  YES  NO



Will the following be constructed or located in event area?

Booths	<input type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text"/>
Tents/Canopies	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="15 +"/>
Rides	<input type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text"/>
Tables	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="30 +"/>
Portable Toilets	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="2"/>
Inflatables	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input "="" type="text" value="?"/>
Food Vending	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input "="" type="text" value="?"/>
Other Vendors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>

Other (describe)

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:

WE ARE WORKING ON THIS AND  
CAN SEND A LIST WHEN PUT IN PLACE.

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*\*If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as state in the City Cod of Ordinances (Appendix A in policy).*

**An Event Map  [is]  [is not] attached.** If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

**For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity.** Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager's office shall be responsible for determining whether this requirement has been met.

I have invited local businesses to participate.

Those invited include: We will provide a list

\_\_\_\_\_

\_\_\_\_\_

**Event Signs:** Will this event include the use of signs  YES  NO

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager's Office.

**Event Cost Worksheet**

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels			
Other			
<b>Total</b>			<b>0</b>

Usage fee for Riley Park is \$100 for residents, \$200 for non-residents. Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Public Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager's Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the "City of Farmington." There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.

## QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

### 1. ORGANIZATION INFORMATION

Organization Name			
Organization Physical Street Address			
City	State	Zip Code	County
Organization Mailing Address			<input type="checkbox"/> Same as Physical Address
City	State	Zip Code	County
Organization Telephone Number			

### 2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.

### 3. LICENSE APPLICATION

Enclosed is a completed application and fee for a  Bingo  Raffle  Charity Game Ticket license  
 Make checks payable to STATE OF MICHIGAN.

### 4. AUTHORIZED CONTACT PERSON

First Name		Last Name		Position/Role with Organization	
Mailing Address				City	
State	Zip Code	Telephone Number (Day)	Telephone Number (Evening)		
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.					
Authorized Contact Person Signature					Date
Print Authorized Contact Name and Title					

### 5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.





## FRATERNAL ORGANIZATION QUALIFICATION REQUIREMENTS

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If the organization has never submitted qualifying information as a fraternal organization, the following information shall be submitted in the name of organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A provision in the bylaws, constitution, or Articles of Incorporation that all assets, and real and personal property will revert to the local government or another nonprofit organization should the organization dissolve.
4. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) (required if a stand alone fraternal or social organization without state or national affiliation) OR copies of the one bank statement per year for the previous five years, excluding the current year.
5. A copy of the charter or a directory published by the state or national organization that lists the organization (if applicable).
6. A copy of the state or national bylaws may need to be submitted. The state or national bylaws shall provide for all requirements pursuant to R432.21202(4) (if applicable).

Note:

- A stand alone fraternal or social organization without state or national affiliation, whose primary purpose is the social benefit of its members may qualify to conduct raffles only.
- College fraternities and sororities do not qualify for licensing.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

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Act 382 of the Public Acts of 1972, as amended, defines a fraternal organization as "an organization in this state, other than a college fraternity or sorority, that meets all of the following criteria: (i) Is organized not for pecuniary profit. (ii) Is a branch, lodge, or chapter of a national or state organization or, only for the purpose of conducting a small raffle or a large raffle under this act, if not a branch, lodge, or chapter of a national or state organization, is exempt from taxation under section 501(c) of the internal revenue code of 1986, 26 USC 501. (iii) Exists for the common purpose, brotherhood, or other interests of its members."

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
January 16, 2024

**Reference  
Number  
7A**

**Submitted by:** Kate Knight, DDA Director

**Agenda Topic:** Consideration to Adopt Resolution Recommending Approval of Redevelopment Liquor License for Blueberry Brunch, LLC.

**Requested Action:**

- 1) Approve resolution authorizing a new Class C and SDM Redevelopment Liquor License with Sunday Sales Permit and Outdoor Service Permit, Dance Permit and Entertainment Permit for Blueberry Brunch, LLC, 23336 Farmington Road.
- 2) Approve resolution authorizing submittal of documentation for a Redevelopment Liquor License for Blueberry Brunch, LLC, 23336 Farmington Road.

**Background:**

The City of Farmington has received materials in support of the issuance of a Redevelopment Liquor License to Blueberry Brunch, 23336 Farmington Road, available under Public Act 501 of 2006. Blueberry Brunch is located within the Downtown Farmington Center, which is within the boundary of the Farmington Downtown Development Authority.

Co-owners Viktor Gjonaj, Anton Dema and Alfred Perkej have years of restaurant industry experience. They operate a successful brunch restaurant in Orion township with a wide selection of premium breakfast and lunch dishes and plan a similar concept here. Their intention is to remodel the dining area to include a bar and to upgrade the outdoor seating area. To qualify for said license, the applicant must be engaged in dining, entertainment, or recreation; be open to the public; have a seating capacity of not less than 25 persons; and expend not less than \$75,000 over the preceding five years or have a commitment for capital investment for at least that amount for the rehabilitation or restoration of the building. The proposed project meets all these objectives.

A background check through the Department of Public Safety is pending, subject to inspection of the property by the Fire Marshal.

The applicant has been informed that it must establish contact with the Department of Economic and Community Development for site plan approval by the Planning Commission for the outdoor seating area.

According to procedural requirements outlines by the Michigan Liquor Control Commission (MLCC), for said applicant to secure a Redevelopment Liquor License, the City of Farmington Council must authorize the submittal of information to the MLCC as follows:

The City Council establishes the Downtown Development Authority District as the redevelopment project area,

- Provide a map which clearly outlines where the development district or area is located within the city.
- Authorizes the City Clerk to certify the statutory provision under which the Farmington Downtown Development Authority was established and,
- Authorizes the City Assessor to submit an affidavit stating the total amount of public and private investment within the DDA district over the preceding five-year time period and authorizes the City Clerk to certify the affidavit.

If approved, staff will assemble and supply the appropriate materials to attorneys for Blueberry Brunch to

accompany the application to the MLCC.

**Materials:**

Letter of Concept to City Council

Site Plan

Lease Agreement

Local Government Approval Form

Menu



January 12, 2024

Blueberry Brunch, LLC  
23336 Farmington Rd.  
Farmington, MI 48336

City of Farmington City Council  
23600 Liberty St.  
Farmington, MI 48335

**Re: Request for City Approval of Redevelopment Liquor License**

Honorable Members of the City Council:

We are writing to formally request your consideration and approval of a new Class C liquor license as a new On-Premises Redevelopment (RDA) License pursuant to the Michigan Liquor Control Code at MCL Sec. 436.152321 a(1)(a).

Blueberry Brunch, LLC has signed a lease to do business at 23336 Farmington Rd. This is a 2,500 sq. ft. restaurant space located in the Farmington Town Center within the city's Downtown Development Authority (DDA) district. Our brunch restaurant will focus on creating a comfortable and inviting atmosphere, offering a diverse menu featuring locally sourced ingredients. We envision a space where patrons can enjoy a delightful brunch experience complemented by carefully curated beverages.

We qualify for the Redevelopment License by meeting the following criteria published by the MLCC:

1. **Redevelopment Plan/Investment:** We have carefully developed a plan for the redevelopment of the chosen location, ensuring it aligns with the city's vision for growth and community enhancement. We have committed more than \$75,000 in improvement expenditures including a budget of \$250,000 for interior renovations of which \$30,000 went to new kitchen equipment. The owners are personally financing the project.
2. **Economic Impact:** The proposed restaurant will contribute to the local economy by creating job opportunities and supporting local suppliers.

3. **Community Engagement:** We are committed to actively engaging with the community through events, partnerships with local businesses, and participation in civic initiatives.

4. **Responsible Alcohol Service:** Our team is dedicated to upholding the highest standards of responsible alcohol service. We will implement training programs for staff and adhere to all relevant regulations.

5. **Seating:** The applicants will have a seating capacity of more than 25 with 64 seats available.

6. **Hours of Operation:** The applicants will be open to the public at least 8 hours a day, 7 days a week. The proposed hours of operation are Sunday through Saturday, 7am to 3pm.

Alfred Perkaj, a visionary entrepreneur and one of the owners of Blueberry Brunch, LLC, brings a wealth of experience and passion to the culinary scene. As the proud proprietor of the thriving brunch destination, "The Bread and Yolk," located in Lake Orion, Michigan, Alfred has demonstrated his commitment to creating memorable dining experiences.

With a background deeply rooted in the culinary arts, Alfred Perkaj has crafted a unique identity for "The Bread and Yolk." His dedication to using locally sourced, high-quality ingredients has not only elevated the restaurant's menu but also contributed to the establishment's success. Alfred's creative flair is evident in the diverse offerings at "The Bread and Yolk," where patrons can indulge in innovative brunch dishes that showcase his culinary expertise.

Beyond his culinary prowess, Alfred Perkaj is known for his community engagement initiatives. He actively fosters connections with local businesses, farmers, and residents, emphasizing a commitment to supporting the surrounding community. Alfred's leadership at "The Bread and Yolk" reflects a harmonious blend of culinary excellence and a genuine desire to create a positive impact on the neighborhoods he serves.

With a proven track record of success at "The Bread and Yolk," Alfred Perkaj is poised to bring his passion and expertise to the proposed brunch restaurant in Farmington, Michigan. His vision for a welcoming and vibrant culinary space aligns with the values of community, innovation, and exceptional service, promising a unique dining experience for residents and visitors alike.

We kindly request a meeting to discuss our proposal in further detail and address any questions or concerns the City Council may have. We believe that our brunch restaurant will be a valuable addition to the city, enhancing its appeal and providing a unique dining experience.

Thank you for considering our request. We look forward to the opportunity to contribute to the growth and vibrancy of Farmington.

Sincerely,

Viktor Gjonaj  
Co-Owner



# PROJECT:

## BLUEBERRY BRUNCH

### 23336 FARMINGTON RD

### FARMINGTON, MI 48336

INTERIOR RENOVATION AND ALTERATION  
AND EXISTING RESTAURANT  
FOR NEW A RESTAURANT

**POLYARCH INC.**  
 4445 N. GRATIOT AVE.  
 CLINTON TWP., MI 48036  
 (517) 885-1810 (F) 885-1815

ENGINEER



CLIENT: BLUEBERRY BRUNCH  
 2336 FARMINGTON RD  
 FARMINGTON, MI 48336

PROJECT: INTERIOR RENOVATION AND ALTERATION  
 OF AN EXISTING RESTAURANT

DATE:	8-10-23
PROJECT NO.:	23-01
DRAWN BY:	EJK
CHECKED BY:	ZEB
CONSTRUCTION SET:	10-4-23

SHEET #  
**1-1**

#### DRAWING INDEX

NO.	DESCRIPTION	DATE	BY	CHKD
01	PERMITS			
02	MECHANICAL			
03	ELECTRICAL			
04	PLUMBING			
05	FINISHES			
06	MECHANICAL			
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## COMMERCIAL RETAIL LEASE

**Center:** Farmington Town Center  
**Landlord:** Farmington Center Michigan, LLC  
**Tenant:** BLUEBERRY BRUNCH, LLC

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**COMMERCIAL LEASE  
ARTICLE I  
DEFINITIONS AND CERTAIN BASIC PROVISIONS**

1.1 The following list sets out certain defined terms and certain financial and other information pertaining to this lease:

(a) "Landlord": Farmington Center Michigan, LLC  
(b) Landlord's address: [REDACTED] 350, Austin, TX 78232 City, State & Zip  
(please provide)

(c) "Tenant": Blueberry Brunch, LLC  
(d) Tenant's Property Address: 23336 Farmington Road, Farmington, MI 48336

Tenant's Notice Address (Other than business address: [REDACTED])

(e) Email Address: gjonajproperties@yahoo.com, with cc to: alperkaj1@gmail.com,  
antondema1994@gmail.com

(f) Tenant's trade name: Blueberry Brunch LLC

(g) Tenant's emergency telephone number(s) (Other than business telephone): Viktor: [REDACTED]

Alfred: [REDACTED] Anton: [REDACTED]

(h) Tenant's Guarantor (if applicable, attach Guaranty as an exhibit): Alfred Perkaj

(i) "Agent(s)": Karen Gargaro Mid America Real Estate Group (Landlord) – N/A  
(Tenant)

(j) "Project": Landlord's property located in the City of Farmington, Oakland County which property located at is described or shown on Exhibit "A " attached to this lease.

(j) "Demised Premises" a store unit in the Project containing approximately 2,500 square feet in area (measured by calculating lengths and widths to the exterior of outside walls and to the center of interior walls), being known as Ste. 01 J, and being described or shown on Exhibit " B " attached to this lease. With regard to Exhibit "B ", the parties agree that the exhibit is attached solely for the purpose of locating the Project and the Demised Premises within the Project and that no representation, warranty, or covenant is to be implied by any other information shown on the exhibit (i.e., any information as to buildings, tenants or prospective tenants, etc. is subject to change at any time).

(k) "Commencement Date": See selection below.

The earlier of tenant opening for business or 150 days following Lease execution and receiving possession.

(l) Lease Term: Commencing on the Commencement Date and continuing for Five (5) years and zero (0) months after the Commencement Date; provided that if the Commencement Date is a date other than the first day of a calendar month, the lease term shall be extended month to month in addition to the remainder of the calendar month in which the Commencement Date occurs.

(m) Minimum guaranteed rental: In respect of each full year during the term of this Lease, the Minimum Guaranteed Rental shall equal the product to start at \$20.00 times the number of square feet in the Demised Premises, payable in advance in equal monthly installments; however, subject to periodic increases, as explained in Exhibit " C " of this Lease.

(n) Percentage rental rate: N/A%

(o) Option To Extend: With the exception of Landlord's right to terminate the lease at the end of the initial five year term, with 120 days prior notice to Tenant, and provided Tenant is not then in default in the payment of Rent after written notice thereof by Landlord to Tenant and Tenant's failure to cure within the time period specified in this Lease, Tenant shall have two options to renew the Lease Term which may be extended by Tenant for an additional term of five (5) years, ("Renewal Term") automatically unless Tenant gives notice of election NOT to extend to Landlord not less than one hundred twenty (120) days prior to the expiration of the initial Lease Term. Any Renewal Term shall be upon the same terms, covenants and conditions contained herein.

(p) Prepaid rental: \$[REDACTED] being an estimate of the minimum guaranteed rental, common area maintenance charge, and Tenant's obligations for taxes, other real estate charges and insurance, and (if applicable) merchants' association dues or promotional fund for the first (1st) month(s) of the lease term, such prepaid rental being due and payable upon execution of this lease.

(q) **Security deposit:** \$ [REDACTED] such security deposit being due and payable upon execution of this lease.

(r) **Permitted use:** Tenant shall be permitted to operate a restaurant selling brunch and breakfast items Subject to Section 9.2 of this lease.

[REDACTED]

[REDACTED]



**ARTICLE II  
GRANTING CLAUSE**

2.1 Landlord leases the Demised Premises to Tenant upon the terms and conditions set forth in this lease.

**ARTICLE III  
DELIVERY OF PREMISES**

3.1 Except to the extent modified by Landlord's express assumption of construction obligations, if any, in an exhibit attached to this lease, the Demised Premises are being leased "as is" and "with all faults"; and Landlord makes no warranty of any kind, express or implied, with respect to the Demised Premises (without limitation, Landlord makes no warranty as to the habitability or fitness of the Demised Premises).

3.2 If this lease is executed before the Demised Premises become vacant, or if any present tenant or occupant of the premises holds over and Landlord cannot acquire possession of the Demised Premises prior to the Commencement Date of this lease, as above defined, Landlord shall not be deemed to be in default under this lease; and in such event Tenant agrees to accept possession of the Demised Premises at such time as Landlord is able to tender the same. If Landlord utilizes the provisions of this Section, Landlord will waive the payment of rent and other charges covering any period prior to tender of possession of the Demised Premises to Tenant.

**ARTICLE IV  
RENT**

4.1 Rental shall accrue from the Commencement Date and shall be payable to Landlord at Landlord's address specified in Section 1.1 (b) of this lease, or to whatever other address Landlord may subsequently provide to Tenant for delivery of rentals.

4.2 Tenant shall pay to Landlord minimum guaranteed rental in monthly installments in the amounts specified in Section 1.1 (m) (and any exhibit referred to therein) of this lease. The first such monthly installment shall be due and payable on or before the Commencement Date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the lease term; provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as minimum guaranteed rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during which the Commencement Date shall fall bears to the total number of days in such month.

4.3 Not applicable.

4.4 If this lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, percentage rental for such fractional part of the calendar year following the Commencement Date or preceding the termination date shall be prorated to account for the partial year.

4.5 Not applicable.

4.6 It is understood that the minimum guaranteed rental is payable on or before the first day of each calendar month and percentage rental, if any, is payable on or before the 10th day of each calendar month, without offset or deduction of any nature. In the event any rental is not received within 10 days after its due date for any reason whatsoever, then in addition to the past due amount Tenant shall pay to Landlord one of the following (the choice to be at the sole option of Landlord unless one of the choices is improper under applicable law, in which event the other alternative will automatically be deemed to have been selected): (a) a late charge in an amount equal to ten percent (10%) of the rental then due, in order to compensate Landlord for its administrative and other overhead expenses; or (b) interest on the rental then due at the maximum contractual rate which could legally be charged in the event of a loan of such rental to Tenant (but in no event to exceed 1 1/2% per month), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the rental due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord at the time of said payment. Any such late charge or interest payment shall be payable as additional rental under this lease, shall not be considered as a deduction from percentage rental, and shall be payable immediately on demand.

4.7 If Tenant fails in two consecutive months to make rental payments within ten days after due, Landlord, in order to reduce its administrative costs, may require, by giving written notice to Tenant (and in addition to any late charge or interest accruing pursuant to Section 4.6 above, as well as any other rights and remedies accruing pursuant to Article XXII or Article XXIII below, or any other provision of this lease or at law), that minimum guaranteed rentals are to be paid quarterly in advance instead of monthly and that all future rental payments are to be made on or before the due date by cash, cashier's check, or money order and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rental as provided in this lease. Any acceptance of a monthly rental payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

**ARTICLE V  
SALES REPORTS, RECORDS AND FINANCIAL STATEMENTS**

5.1 Within sixty days after the expiration of each calendar year and within sixty days after the termination of this lease if this lease should not terminate at the end of a calendar year, Tenant shall prepare and deliver to Landlord at the place where rental is then payable a statement of gross sales made from the Demised Premises during the preceding calendar year (or partial calendar year), certified to be correct by an independent Certified Public Accountant. Tenant shall furnish similar statements for its licensees, concessionaires, and subtenants, if any. All such statements shall be in such form as the Landlord may require; and, if requested by Landlord, Tenant shall also provide to Landlord copies of sales reports submitted by Tenant to the Comptroller of the State of Michigan. Tenant acknowledges Landlord's concern for prompt, accurate sales records, inasmuch as those records not only form the basis for percentage rentals but also enable Landlord to monitor the success of the Project. Tenant also acknowledges that its failure to submit statements of gross sales as required above will result in additional (although not readily ascertainable) expense to Landlord. Tenant therefore agrees that if it does not deliver to Landlord a statement of gross sales within ten (10) days following delivery to Tenant of a written demand from Landlord, then notwithstanding anything to the contrary contained elsewhere in this lease the minimum guaranteed rental for the particular month during which the statement was due and for each month thereafter (until the statement is delivered) shall automatically be increased by two hundred dollars (\$200.00), with the increase not to be considered as a deduction from percentage rental. In addition, if Tenant fails for two consecutive months to deliver statements of gross sales within the times specified in the first two sentences of this Section 5.1, then for the remainder of this lease the prerequisite of a written demand from Landlord shall cease and the rental increase of the immediately preceding sentence shall be applicable for any month in which the statement of gross sales is not delivered within ten (10) days following the prescribed due date. The rights of Landlord under the immediately preceding sentences are cumulative with the rights prescribed in Section 5.3, Article XXII and elsewhere in this lease or at law.

5.2 Not applicable.

5.3 Not applicable.

5.4 If the lease term for this lease is in excess of one year, and if the gross sales for the first lease year are insufficient for Tenant to pay percentage rental for that year, then in addition to the statements and reports prescribed above, Tenant shall, within ten (10) days after a request from Landlord at any time thereafter, deliver to Landlord such financial statements as are reasonably required by Landlord to verify the net worth of Tenant and any guarantor of Tenant's obligations under this lease. This obligation will continue from time to time and during each subsequent year in which Tenant's sales are insufficient for Tenant to pay percentage rental for the immediately preceding year.

5.5 Landlord shall use good faith efforts to keep confidential all sales reports, records and financial statements supplied by Tenant as may be required in Section 281.7; however, Landlord shall have the right to reveal such information to prospective purchasers, mortgagees (and agents in such regard) and to Landlord's own managerial and administrative staff.

#### ARTICLE VI TENANT'S RESPONSIBILITY FOR TAXES, OTHER REAL ESTATE CHARGES AND INSURANCE EXPENSES

6.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

6.2 During the term of this lease, Tenant shall also be liable for "Tenant's proportionate share" (as defined below) of all "real estate charges" (as defined below) and "insurance expenses" (as defined below) related to the Project or Landlord's ownership of the Project. Tenant's obligations under this Section 6.2 shall be prorated during any partial year (i.e., the first year and the last year of the lease term). "Tenant's proportionate share" shall be a fraction the numerator of which is the total floor area in the Demised Premises and the denominator of which is the total leasable floor area of all buildings in the Project at the time when the respective charge was incurred (excluding, however, areas for which any such real estate charges or insurance expenses, or both, are paid by a party or parties other than Landlord). "Real estate charges" shall include ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents, the State Gross Margins Tax, franchise tax and any tax that may in the future be substituted for franchise tax, any tax or charge for governmental services (such as street maintenance or fire protection), any tax or charge which replaces any of such above-described "real estate charges" together with reasonable cost (including fees for attorneys, consultants, and appraisers) of an negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge, and a reasonable administrative fee as determined by Landlord; however, that "real estate charges" shall not be deemed to include any estate, inheritance or general income tax. "Insurance expenses" shall include all premiums and deductibles, a reasonable administrative fee as determined by Landlord and other expenses incurred by Landlord for liability insurance and fire and extended coverage property insurance (plus whatever endorsements or special coverages which Landlord, in Landlord's sole discretion, may consider appropriate).

6.3 Landlord and Tenant shall attempt to obtain separate assessments for Tenant's obligations pursuant to Section 6.1 and, with respect to Section 6.2, for such of the "real estate charges" as are readily susceptible of separate assessment. To the extent of a separate assessment, Tenant agrees to pay such assessment before it becomes delinquent and to keep the Demised Premises free from any lien or attachment; moreover, as to all periods of time during the lease term, this covenant of Tenant shall survive the termination of the lease. With regard to the calendar year during which the lease term expires, Landlord at its option either may bill Tenant when the charges become payable or may charge the Tenant an estimate of Tenant's pro rata share of whichever charges have been being paid directly by Tenant (based upon information available for the current year plus, if current year information is not adequate in itself, information relating to the immediately preceding year).

6.4 If at any time during the term of this lease, Landlord has reason to believe that at some time within the immediately succeeding twelve (12) month period Tenant will owe Landlord an additional payment pursuant to one or more of the preceding sections of this Article VI, Landlord may direct that Tenant prepay monthly a pro rata portion of the prospective future payment (i.e. the prospective future payment divided by the number of months before the prospective future payment will be due). Tenant agrees that any such prepayment directed by Landlord shall be due and payable monthly on the same day that minimum guaranteed rental is due.

#### ARTICLE VII COMMON AREAS

7.1 The term "Common Area" is defined for all purposes of this lease as that part of the Project intended for the common use of all tenants, including among other facilities (as such may be applicable to the Project), parking area, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time, (ii) streets and alleys maintained by a public authority, (iii) areas within the Project which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Demised Premises), and (iv) areas leased to a single-purpose user (such as a bank or a fast-food restaurant) where access is restricted. In addition, although the roof(s) of the building(s) in the Project are not literally part of the Common Area, they will be deemed to be so included for purposes of (i) Landlord's ability to prescribe rules and regulations regarding same and (ii) their inclusion for purposes of common area maintenance reimbursements. Landlord reserves the right to change from time to time the dimensions and location of the Common Area as well as the dimension's identity and type of any buildings in the Project. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time-to-time substitute for any parking area other areas reasonably accessible to the tenants of the Project, which areas may be elevated, surface or underground.

7.2 Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this lease, its subtenants, licensees and concessionaires, shall have the nonexclusive right to use the Common Area (excluding roofs of buildings in the Project) as constituted from time to time, such use to be in common with Landlord, other tenants in the Project and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

- (a) Landlord may from time-to-time designate specific areas within the Project or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees, and concessionaires shall be parked. In this regard, Tenant shall furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees and concessionaires, and Tenant agrees that if any automobile or other vehicle owned by Tenant or any of its employees, subtenants, licensees or concessionaires shall at any time be parked in any part of the Project other than the specified areas designated for employee parking, Tenant shall pay to Landlord as additional rent upon demand an amount equal to the daily rate or charge for such parking as established by Landlord from time to time for each day, or part thereof, such automobile or other vehicle is so parked.

- (b) Tenant shall not solicit business within the Common Area nor take any action which would interfere with the rights of other persons to use the Common Area.
- (c) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.
- (d) With regard to the roof(s) of the building(s) in the Project, use of the roof(s) is reserved for Landlord or, with regard to any tenant demonstrating to Landlord's satisfaction a need to same, to such tenant after receiving prior written consent from Landlord.

7.3 Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures therefore to be in the sole discretion of Landlord, but to be in keeping with similar projects within the same geographical area as the Project.

7.4 In addition to the rentals and other charges prescribed in this lease, Tenant shall pay to Landlord Tenant's proportionate share of the cost of operation and maintenance of the Common Area (including, among other costs, those for lighting, painting, cleaning, policing, inspecting, repairing and replacing, and in the event of an enclosed mall or promenade in the Project, for heating and cooling) which may be incurred by Landlord in its discretion, including a reasonable portion of whatever management fee Landlord pays to the manager of the Project, a reasonable allowance for Landlord's overhead costs and the cost of any insurance for which Landlord is not reimbursed pursuant to Section 6.2. In addition, although the roof(s) of the building(s) in the Project are not part of the Common Area, Landlord and Tenant agree that Roof maintenance repair and replacement shall be included as a common area maintenance item to the extent not specifically allocated to Tenant under this lease nor to another tenant pursuant to its lease. All expenses paid or reimbursed by Tenant pursuant to Article VI shall be excluded; moreover, with regard to capital expenditures (i) the original investment in capital improvements, i.e., upon the initial construction of the Project, shall not be included and (ii) improvements and replacements, to the extent capitalized on Landlord's records, shall be included only to the extent of a reasonable depreciation or amortization (including interest accruals commensurate with Landlord's interest costs). The proportionate share to be paid by Tenant of the cost of operation and maintenance of the Common Area shall be computed on the ratio that the total floor area of the Demised Premises bears to the total leasable floor area of all buildings within the Project (excluding, however, areas owned or maintained by a party or parties other than Landlord); provided that, in no event shall such share be less than the amount specified in Section 1.2 above. If this lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, Tenant's reimbursement obligations under Section 7.4 shall be prorated based upon Landlord's expenses for the entire calendar year. Tenant shall make such payments to Landlord on demand, at intervals not more frequent than monthly. Landlord may at its option make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year.

7.5 If (i) Tenant is not in default in the performance of any of its obligations under this Lease, and if (ii) Tenant disputes Landlord's determination of the actual amount of Expenses or Tenant's Share of Expenses for any calendar year, and if (iii) Tenant delivers to Landlord written notice of the dispute within 90 days after Landlord's delivery of the statement of such amount under Section 3.5, then Tenant at Tenant's sole cost and expense, upon prior written notice and during regular business hours at the location where Landlord or its Property Manager maintains the applicable records may cause a qualified financial officer reasonably acceptable to Landlord to audit Landlord's records relating to the disputed amounts. Tenant's objection to Landlord's determination of Expenses or Tenant's Share of Expenses shall be deemed withdrawn unless Tenant completes and delivers the audit to Landlord within 90 days after the date Tenant delivers its dispute notice to Landlord under this section. If the audit shows that the amount Landlord charged Tenant for Tenant's Share of Expenses was greater than the amount this Article 3 obligates Tenant to pay, then, unless Landlord contests the audit, Landlord will refund the excess amount to Tenant within 30 days after Landlord receives a copy of the audit report. If the audit shows that the amount Landlord charged Tenant for Tenant's Share of Expenses was less than the amount this Article 3 obligates Tenant to pay, then Tenant will pay to Landlord within 30 days as Additional Rent the difference between the amount Tenant paid and the amount determined in the audit. Pending resolution of any audit under this section, Tenant will continue to pay to Landlord the estimated amounts of Tenant's Share of Expenses in accordance with Sections 3.2 and 3.3. Tenant must keep all information it obtains in any audit strictly confidential and may only use such information for the limited purpose this section describes and for Tenant's own account.

#### ARTICLE VIII MERCHANTS' ASSOCIATION OR PROMOTIONAL FUND

8.1 In the event that Landlord shall organize a merchants' association composed of tenants in the Project, Tenant agrees that it will join and maintain membership in such association, will pay such dues and assessments as may be fixed and determined from time to time by the association and will comply with such other bylaws, rules and regulations as may be adopted from time to time by the association.

8.2 In the event that Landlord shall establish a promotional fund to pay for advertising and other marketing activities of the Project (as may be directed by Landlord from time to time), Tenant shall pay whatever sums Landlord shall reasonably designate as Tenant's proportionate contribution to the promotional fund.

#### ARTICLE IX USE AND CARE OF PREMISES

9.1 Tenant shall commence business operations in the Demised Premises on or immediately after the Commencement Date and shall continuously operate its business in an efficient, high class and reputable manner to produce the maximum number of sales from the Demised Premises. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously operate throughout the term of this lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased. Tenant shall, except during reasonable periods for repairing, cleaning and decorating, keep the Demised Premises open to the public for business with adequate personnel in attendance on all days during all hours (including evenings) established by Landlord from time to time as store hours for the Project, and during any other hours when the Project generally is open to the public for business (including extended hours during the shopping season prior to Christmas and whenever else that the majority of the retail tenants in the Project open for business during extended hours), except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.

9.2 Subject to existing exclusives and any other restrictions in effect on the date hereof, the Demised Premises may be used only for the purpose or purposes specified in Section 1.1(r) above, and only under the trade name specified in Section 1.1(f) above (or, if Section 1.1(f) is not filled in, any trade name approved in advance by Landlord), and for no other purpose and under no other trade name without the prior written consent of Landlord. Landlord agrees, however, that it will not withhold consent in a wholly unreasonable and arbitrary manner (as further explained in Section 28.4 of this lease).

9.3 Tenant shall not, without Landlord's prior written consent, keep anything within the premises or use the premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the Project. All property kept, stored, or maintained within the premises by Tenant shall be at Tenant's sole risk.

9.4 Tenant shall not conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business", "lost-our-lease" or similar sale; nor shall Tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a second-hand store, a surplus store, or a store commonly referred to as a discount house. The purpose for this restriction is the maintenance of a first-class commercial image, not price regulation; therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at discounted prices as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class project.

9.5 Tenant shall not permit any objectionable noises or odors to emanate from the premises, nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building; nor place any antenna, equipment, awning or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Project or unreasonably interfere with their use of their respective premises; nor permit any unlawful or immoral practice to be carried on or committed on the Demised Premises; nor do anything which would tend to injure the reputation of the Project.

9.6 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall not overload the floors in the Demised Premises, nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the premises neat, clean, and free from dirt, rubbish, ice, or snow at all times. Tenant shall store all trash and garbage within the premise, or in a trash dumpster or similar container approved by Landlord as to type, location and screening; and Tenant shall arrange for the regular pick up of such trash and garbage at Tenant's expense (unless Landlord finds it necessary to furnish such a service, in which event Tenant shall be charged an equitable portion of the total of charges to all tenants using the service). Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Project area.

9.7 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs, and exterior lighting under any canopy in front of the Demised Premises lighted from dusk until 11:00 p.m., every day, including Sundays and holidays (or any other hours established by Landlord for the Project).

9.8 Tenant shall include the address and identity of its business activities in the Demised Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

9.9 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations.

#### ARTICLE X MAINTENANCE AND REPAIR OF PREMISES

10.1 Landlord shall keep the foundation, the exterior walls (except plate glass; windows, doors, door closure devices and other exterior openings; window and door frames, molding locks and hardware; special store fronts; lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures; signs, placards, decorations or advertising media of any type; and interior painting or other treatment of exterior walls) and roof (subject to the second sentence of Section 7.4 above) of the Demised Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement); and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Article XVII and Article XVIII of this lease. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after receipt by Landlord of such written notice.

10.2 Tenant shall keep the Demised Premises in good, clean, and habitable condition and shall at its sole cost and expense keep the premises free of insects, rodents, vermin, and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 10.1, Article XVII and Article XVIII. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all lighting, heating, air conditioning, plumbing and other electrical, mechanical, and electromotive installation, equipment and fixtures and include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Demised Premises. Tenant is also responsible to maintain a Preventative Maintenance Agreement, for the HVAC Units serving the Demised Space on a bi-annual basis, with a Licensed or reputable HVAC Contractor. If any repairs required to be made by Tenant hereunder are not made within ten days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional rental hereunder, the cost of such repairs plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant (but in no event to exceed 1 1/2% per month), such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. At the expiration of this lease, Tenant shall surrender the Demised Premises in good condition, excepting reasonable wear and tear and losses required to be restored by Landlord in Section 10.1, Article XVII and Article XVIII of this lease. Under tenants' responsibility the HVAC repair shall be capped at \$2,500.00 per calendar year. Should the unit need to be replaced at any time during the Term, Tenant's contribution to a new unit shall be capped at \$2,500.00.

#### ARTICLE XI ALTERATIONS

11.1 Tenant shall not make any alterations, additions, or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting, or otherwise defacing the premises. Without limiting the generality of the immediately preceding sentence, any installation or replacement of Tenant's heating or air conditioning equipment must be affected strictly in accordance with Landlord's instructions. All alterations, additions, improvements and fixtures (including, without limitation, all floor coverings and all heating and air conditioning equipment but excluding Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the premises and become the property of Landlord at the termination of this lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the premises to their original condition at Tenant's expense.

11.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or

other security satisfactory to Landlord against any such loss, liability, or damage.

11.3 In the event that Landlord elects to remodel all or any portion of the Project, Tenant will cooperate with such remodeling, including Tenant's tolerating temporary inconveniences (and even the temporary removal of Tenant's signs in order to facilitate such remodeling, as it may relate to the exterior of the Demised Premises).

#### ARTICLE XII LANDLORD'S RIGHT OF ACCESS

12.1 Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations, or additions to adjacent premises, or of showing the Demised Premises to the prospective purchasers, lessees, or lenders.

12.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last ninety days of the lease term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 9.4, Section 13.1, or any other provision of this lease.

#### ARTICLE XIII SIGNS; STORE FRONTS

13.1 Tenant shall not, without Landlord's prior written consent (a) make any changes to the store front, or (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like, or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of customary type for its display windows. All signs, lettering, placards, decorations and advertising media (including, without limitation, the sign required by Section 13.2 below) shall conform in all respects to the sign criteria, attached hereto as **Exhibit E**, established by Landlord for the Project from time to time in the exercise of its sole discretion, and shall be subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be always kept in good condition and in proper operating order.

13.2 Subject to the restrictions of Section 13.1 above, Tenant agrees to install and maintain a first-class sign on the front of the Demised Premises during the term of this lease.

#### ARTICLE XIV UTILITIES

14.1 Landlord agrees to cause to be provided to the Project the necessary mains, conduits, and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewerage service to the building in which the Demised Premises are located.

14.2 Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Demised Premises. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional rental the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service.

14.3 Landlord shall not be liable for any interruption whatsoever in utility services not furnished by it, nor for interruptions in utility services furnished by it which are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord or to make alterations, repairs, or improvements.

#### ARTICLE XV INSURANCE COVERAGES

15.1 Landlord shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense (but subject to Article VI above), causing the Project to be insured under standard fire and extended coverage insurance and liability insurance (plus whatever endorsements or special coverages Landlord, in its sole discretion, or Landlord's lender may consider appropriate), to the extent necessary to comply with Landlord's obligations pursuant to other provisions of this lease.

15.2 Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense, causing Tenant's fixtures and contents to be insured under standard fire and extended coverage insurance to their full replacement value and, with regard to liability insurance, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Demised Premises, or by the condition of the Demised Premises. The limits of Tenant's liability policy or policies shall be in an amount not less than \$3,000,000 per occurrence and shall be written by insurance companies satisfactory to Landlord. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least twenty days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least thirty days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand as additional rental hereunder the premium cost thereof plus interest at the maximum contractual rate (but in no event to exceed 1 1/2% per month) from the date of payment by Landlord until repaid by Tenant.

#### ARTICLE XVI WAIVER OF LIABILITY; MUTUAL WAIVER OF SUBROGATION

16.1 Landlord and Landlord's agents and employees shall not be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Demised Premises or other portions of the Project becoming out of repair or by defect or failure of any structural element of the Demised Premises or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Project or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord. Landlord shall not be held responsible in any way on account of any construction, repair, or reconstruction (including widening) of any private or public roadways, walkways, or utility lines.

16.2 Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever,

for any injury to person or damage to property on or about the Demised Premises or the Common Area caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Project under express or implied invitation of Tenant (with the exception of customers in the Common Area), or arising out of the use of the premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this lease; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

16.3 Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under standard fire and extended coverage insurance; provided, however, that this mutual waiver shall be applicable only with respect to a loss or damage occurring during the time when standard fire and extended coverage insurance; provided, however, that this mutual waiver shall be applicable only with respect to a loss or damage occurring during the time when standard fire and extended coverage insurance policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy.

#### ARTICLE XVII DAMAGES BY CASUALTY

17.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

17.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises are located shall be destroyed or damaged by a casualty not covered by Landlord's insurance or (b) such building shall be destroyed or rendered untenable to an extent in excess of fifty percent of the first-floor area by a casualty covered by Landlord's insurance, or (c) the holder of a mortgage, deed of trust or other lien on the Demised Premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense.

17.3 Landlord's obligation to rebuild and repair under this Article XVII shall in any event be limited to restoring one of the following (as may be applicable): (a) if this lease does not include an attached exhibit describing Landlord's initial construction responsibility ("Landlord's Work"), Landlord shall restore the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant; or (b) Landlord's Work, as described in the applicable exhibit attached to this lease (if such an exhibit is attached), to substantially the same condition in which the same existed prior to the casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant, or, if an exhibit describing Tenant's Work is attached hereto, all items of Tenant's Work as described in such exhibit, as the case may be.

17.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises, it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the minimum guaranteed rental shall be reduced to such extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of the percentage rental and other charges provided for herein.

#### ARTICLE XVIII EMINENT DOMAIN

18.1 If more than thirty percent (30%) of the floor area of the Shopping Center or any material portion of the Common Areas should be taken for any public or quasi-public use under any government law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, Landlord shall have the option to terminate this lease and the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

18.2 If Landlord does not terminate this lease and any material portion of the Demised Premises should be taken, the minimum guaranteed rental (but not percentage rental) payable hereunder during the expired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining premises or, if an exhibit describing Landlord's Work is attached to this lease, all necessary repairs within the scope of Landlord's Work as described in such exhibit, as the case may be, required to make the remaining portions of the Demised Premises an architectural whole.

18.3 If any part of the Common Area should be taken as aforesaid, this lease shall not terminate, nor shall the rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Project shall be less than seventy percent of the area of the Common Area immediately prior to the taking. Any election to terminate this lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty days after date physical possession is taken by the condemning authority.

18.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant.

#### ARTICLE XIX ASSIGNMENT AND SUBLETTING

19.1 Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Demised Premises without the prior written consent of Landlord. Landlord agrees that it will not withhold consent in a wholly unreasonable and arbitrary manner (as further explained in Section 28.4 of this lease); however, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as Landlord's desired tenant mix, the reputation and net worth of the proposed transferee, and the then current market conditions (including market rentals). In addition, Landlord shall also be entitled to charge Tenant a 1,000.00 fee for processing Tenant's request in addition to any legal and lender fees if applicable. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings.

19.2 If Tenant is a corporation, partnership or other entity and if at any time during the primary term of this lease or any renewal or extension thereof the person or persons who own a majority of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of the execution of this lease cease to own a majority of such voting rights or ownership interests (except as a result of transfers by devise or descent), the loss of a majority of such voting rights or ownership interests shall be deemed an assignment of this lease by Tenant and, therefore, subject in all respects to the provisions of Section 19.1 above. The previous sentence shall not apply however if at the time of the execution of this lease Tenant is a corporation and the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over-the-counter market.

19.3 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings). Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this lease, or if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the Assignee, licensee or other transferee exceeds the rental payable under this lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be. Finally, in any event of assignment or subletting it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind; and upon election by Landlord such rentals shall be paid directly to Landlord as specified in Section 4.1 of this lease (to be applied as a credit and offset to Tenant's rental obligation).

19.4 Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the Demised Premises.

19.5 In the event of the transfer and assignment by Landlord of its interest in this lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

#### ARTICLE XX SUBORDINATION; ATTORNMEN; ESTOPPELS

20.1 Tenant accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Project which includes the Demised Premises, and to any renewals and extensions thereof. Tenant agrees that any mortgagee shall have the right at any time to subordinate its mortgage, deed of trust or other lien to this lease; provided, however, notwithstanding that this lease may be (or made to be) superior to a mortgage, deed of trust or other lien, the mortgagee shall not be liable for prepaid rentals, security deposits and claims accruing during Landlord's ownership; further provided that the provisions of a mortgage, deed of trust or other lien relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and provisions relative to proceeds arising from insurance payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this instrument with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises or the Project as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this lease as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from any such mortgagee a written agreement that the rights of Tenant shall remain in full force and effect during the term of this lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this lease.

20.2 At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time (not less than 30 days) shall thereafter have elapsed without the default having been cured.

20.3 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify Tenant and this lease, shall certify that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm that Landlord is not in default as to any obligations of Landlord under this lease (or if Landlord is in default, specifying any default), shall confirm Tenant's agreements contained above in this Article XX, and shall contain such other information or confirmations as Landlord may reasonably require. Landlord is hereby irrevocably appointed and authorized as the agent and attorney-in-fact of Tenant to execute and deliver any such written statement on Tenant's behalf if Tenant fails to do so within seven (7) days after the delivery of a written request from Landlord to Tenant.

#### ARTICLE XXI DIRECTION OF TENANT'S ENERGIES

21.1 Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of rentals) and Tenant's general contribution to commerce within the Project (also important in Landlord's determination to execute this lease with Tenant) will be substantially reduced if during the term of this lease, either Tenant or any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Project. Accordingly, Tenant agrees that if during the term of this lease, either Tenant or any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant (and also, in the event Tenant is a corporation, if any officer or director thereof or shareholder owning more than ten percent (10%) of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) either directly or indirectly commences operation of any store selling or otherwise sells or offers for sale any merchandise or services of the type to be sold by Tenant in the Demised Premises as provided in Section 1.1(r) hereof or similar or related items, or in any manner competes with the business provided herein to be conducted by Tenant at the Demised Premises, within a straight-line radius of three (3) miles of the Project, which Tenant acknowledges is reasonable area for the purpose of this provision, then in such event, the rental payable by Tenant hereunder shall be adjusted as follows:

- (a) thereafter the minimum guaranteed rental shall be one hundred ten percent (110%) of the amount stipulated in Section 1.1(m) and elsewhere in this lease; and
- (b) ~~thereafter the percentage rental shall be computed as if twenty-five percent (increased to fifty percent, if the other store is within a two-mile radius, and seventy-five percent, if the other store is within a one-mile radius) of all amounts which would be "gross sales" (as defined in Section 4.5 of this lease) if the merchandise had been sold, services rendered or business conducted at or from the Demised Premises (in lieu of at or from such other store), where, in fact, "gross sales" (as so defined) and the provisions of Article V will likewise apply to the other store.~~

The above adjustment in rental reflects the estimate of the parties as to the damages which Landlord would be likely to incur by reason of the diversion of business and customer traffic from the Demised Premises and Project to such other store within such radius, as a proximate result of the establishment of such other store. This provision shall not apply to any existing store presently being operated by Tenant as of the date hereof, provided there is no change in the size, merchandise mix or trade name of such commercial establishment. Finally, Tenant agrees that Landlord may waive, for any reason whatsoever, all rights granted to Landlord pursuant to this Section 21.1 and may sever this section from the remainder of this lease (thereby keeping the remainder of this lease unmodified and in full force and effect).

#### ARTICLE XXII DEFAULT BY TENANT AND REMEDIES

22.1 The following events shall be deemed to be events of default by Tenant under this lease:

(a) Tenant shall fail to pay any installment of rental or any other obligation under this lease involving the payment of money and such failure shall continue for a period of ten (10) days after written notice thereof to Tenant; provided, however, that for each calendar year during which Landlord has already given Tenant one written notice of the failure to pay an installment of rental, no further notice shall be required (i.e., the

event of default will automatically occur on the tenth day after the date upon which the rental was due).

(b) Tenant shall fail to comply with any term provision or covenant of this lease, other than as described in subsection (a) above and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant.

(c) Tenant or any guarantor of Tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease thereunder.

(e) A receiver or Trustee shall be appointed for the Demised Premises or for all or all of the assets of Tenant or any guarantor of Tenant's obligations under this lease.

(f) Tenant shall cease continuous operation, desert, or vacate or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premises or shall remove or attempt to remove, without the prior written consent of Landlord, all or a substantial amount of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises.

22.2 Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies:

(a) Without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the damages suffered by Landlord as a result of the event of default, and Landlord may pursue a monetary recovery from Tenant. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to install a sign on the front of the Demised Premises on or promptly after the Commencement Date of this lease, or if Tenant fails to open for business as required in this lease or, having opened for business, subsequently deserts or vacates the Demised Premises or otherwise ceases to conduct business in the Demised Premises as required in this lease, then Landlord at its option may seek monetary recovery for the loss of Tenant's anticipated contribution to commerce within the Project; moreover, Landlord and Tenant further agree that inasmuch as the exact amount of damages would be difficult to determine, liquidated damages will be due monthly (i) in an amount equal to fifteen percent (15%) of the minimum guaranteed rental payable for that month (i.e. Tenant will pay minimum guaranteed rental equal to 115% of the amount specified in Section 1.1(m) and elsewhere in this lease), if Tenant opens for business but fails to install a sign and (ii) in an amount equal to twenty-five percent (25%) of the monthly guaranteed rental payable for the month if Tenant fails to open for business as required in this lease, or having opened for business, subsequently deserts or vacates the Demised Premises or otherwise ceases to conduct business in the Demised Premises as required in this lease.

(b) Without any further notice or demand whatsoever, Landlord may take any one or more of the actions permissible at law to insure performance by Tenant of Tenant's covenants and obligations under this lease. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to open for business as required in this lease, or having opened for business, deserts or vacates the Demised Premises, Landlord may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Tenant the monthly rentals and other charges provided in this lease, without any obligation to relet; however, if Landlord does, at its sole discretion, elect to relet the Demised Premises, such action by Landlord shall not be deemed as an acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to this subsection (b). Tenant hereby acknowledging that Landlord shall otherwise be reletting as Tenant's agent and Tenant furthermore hereby agreeing to pay to Landlord on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that actually collected by Landlord. It is further agreed in this regard that in the event of any default described in subsection (b) of Section 22.1 of this lease, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

(c) Landlord may terminate this lease by written notice to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent (including any late charge or interest which may have accrued pursuant to Section 4.6 of this lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying



said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of any termination effected pursuant to this subsection (c), said loss and damage to be determined by either of the following alternative measures of damages:

- (i) Until Landlord is able, through reasonable efforts, the nature of which efforts shall be at the sole discretion of Landlord, to relet the Demised Premises, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this lease. After the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly rentals and other charges provided in this lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month, in excess of the monthly rentals and other charges provided in this lease shall be credited to Tenant in reduction of Tenant's other charges provided in this lease; but Tenant shall have no right to such excess other than the above-described credit.
- (ii) When Landlord desires, Landlord may demand a final settlement. Upon demand for a final settlement, Landlord shall have a right to, and Tenant hereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this lease for the remainder of the term and the reasonable rental value of the Demised Premises for such period, such difference to be discounted to present value at a rate equal to the rate of interest which is allowed by law in the State of Michigan, when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of six percent per annum).

If Landlord elects to exercise the remedy prescribed in subsection 22.2(b) above, this election shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection 22.2(c) above, provided that at the time of such cancellation Tenant is still in default. Similarly, if Landlord elects to compute damages in the manner prescribed by subsection 22.2(c) (i) above, this election shall in no way prejudice Landlord's right at any time thereafter to demand a final settlement in accordance with subsection 22.2(c) (ii) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this lease and any other remedies provided by law. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

22.3 It is expressly agreed that in determining "the monthly rentals and other charges provided in this lease," as that term is used throughout subsections 22.2(c)(i) and 22.2(c)(ii) above, there shall be added to the minimum guaranteed rental (as specified in Section 1.1(m) of this lease) a sum equal to the charges for maintenance of the Common Area (as specified in Sections 1.2 and 7.4 of this lease), the payments for taxes, charges and insurance (as specified in Article VI of this lease) plus, if applicable, one twenty-fourth of the total of all percentage rentals, if required, to be paid by Tenant (pursuant to Section 4.3 of this lease) because of gross sales during the two full calendar years immediately preceding the date Landlord initiated action pursuant to said subsections (or, if two full calendar years have not then elapsed, to the corresponding fraction of all percentage rentals required to be paid because of gross sales during the period commencing with the Commencement Date of this lease and concluding with the date on which Landlord initiated such action).

22.4 It is further agreed that, in addition to payments required pursuant to subsections 22.2(b) and 22.2(c) above, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options,) all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Project) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

22.5 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

22.6 If on account of any breach of default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection.

22.7 Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.1(q) above, to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease. Tenant agrees that such deposit may be co-mingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rentals and any other damage, injury, expense or liability caused to Landlord by such event of default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this lease (subject to the provisions of Section 19.5 above).

### ARTICLE XXIII LANDLORD'S CONTRACTUAL SECURITY INTEREST

23.1 IN ADDITION TO THE STATUTORY LANDLORD'S LIEN, LANDLORD SHALL HAVE AT ALL TIMES A VALID SECURITY INTEREST TO SECURE PAYMENT OF ALL RENTALS AND OTHER SUMS OF MONEY BECOMING DUE HEREUNDER FROM TENANT, AND TO SECURE PAYMENT OF ANY DAMAGES OR LOSS WHICH LANDLORD MAY SUFFER BY REASON OF THE BREACH BY TENANT OF ANY COVENANT, AGREEMENT OR CONDITION CONTAINED HEREIN, UPON ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, IMPROVEMENTS AND OTHER PERSONAL PROPERTY OF TENANT PRESENTLY, OR WHICH MAY HEREAFTER BE, SITUATED ON THE DEMISED PREMISES, AND ALL PROCEEDS THEREFROM, AND SUCH PROPERTY SHALL NOT BE REMOVED WITHOUT THE CONSENT OF LANDLORD UNTIL ALL ARREARAGES IN RENT AS WELL AS ANY AND ALL OTHER SUMS OF MONEY THEN DUE TO LANDLORD OR TO BECOME DUE TO LANDLORD HEREUNDER SHALL FIRST HAVE BEEN PAID AND DISCHARGED AND ALL THE COVENANTS, AGREEMENTS

AND CONDITIONS HEREOF HAVE BEEN FULLY COMPLIED WITH AND PERFORMED BY TENANT. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the time of sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this lease at least five days before the time of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the above-described premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the state in which the property is located, as well as any other state the laws of which Landlord may at any time consider to be applicable.

23.2 Notwithstanding Section 23.1, Landlord agrees that it will subordinate its security interest and Landlord's lien to the security interest of Tenant's supplier or institutional financial source, provided that Landlord approves the transaction as being reasonably necessary for Tenant's operations at the Demised Premises, and further provided that the subordination must be limited to a specified transaction and specified items of the fixtures, equipment or inventory involved in the transaction.

#### ARTICLE XXIV HOLDING OVER

24.1 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 said premises as a tenant at will at a rental equal to the rental (including any percentage rental) herein provided plus 100 percent of such amount and otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to an at will tenancy.

#### ARTICLE XXV NOTICES

25.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above (or at Landlord's option, to Tenant at the Demised Premises), or at such other addresses as they have theretofore specified by written notice.

25.2 If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments for Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

#### ARTICLE XXVI COMMISSIONS; TITLE ADVICE

26.1 Landlord shall pay to the Agent or Agents referred to in Section 1.1(h) a commission for negotiating this lease, such commission being evidenced by a separate agreement between Landlord and the Agent(s).

26.2 Tenant hereby acknowledges that at the time of the execution of this lease, Agent advised Tenant by this writing that Tenant should have an abstract covering the real estate upon which the Project and the Demised Premises are located examined by an attorney of Tenant's own selection or, at Tenant's option, that Tenant should be furnished with a leasehold owner's policy of title insurance.

#### ARTICLE XXVII REGULATIONS

27.1 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives and regulations (collectively referred to hereinafter as the "Regulations") and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Demised Premises or the Project, and concerning the impact on the environment of construction, land use, maintenance and operation of structures, and conduct of business. Subject to the express rights granted under the terms of this lease, Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment, or do anything to permit anything to be done that would violate any of said laws, regulations, or guidelines. Moreover, Tenant shall have no claim against Landlord by reason of any changes Landlord may make in the Project or the Demised Premises pursuant to said Regulations or any charges imposed upon Tenant, Tenant's customers, or other invitees pursuant to same.

27.2 If, by reason of any Regulations, the payment to, or collection by, Landlord of any rental or other charge (collectively referred to hereinafter as "Lease Payments") payable by Tenant to Landlord pursuant to the provisions of this lease is in excess of the amount (the "Maximum Charge") permitted thereof by the Regulations, then Tenant, during the period (the "Freeze Period") when the Regulations shall be in force and effect shall not be required to pay, nor shall Landlord be permitted to collect, any sum in excess of the Maximum Charge. Upon the earlier of (i) the expiration of the Freeze Period, or (ii) the issuance of a final order or judgment of a court of competent jurisdiction declaring the Regulations to be invalid or not applicable to the provisions of this lease, Tenant, to the extent not then prescribed by law, and commencing with the first day of the month immediately following, shall pay to Landlord as additional

rental, in equal monthly installments during the balance of the term of this lease, a sum equal to the cumulative difference between the Maximum Charges and the Lease Payments during the Freeze Period. If any provisions of this section, or the application thereof, shall to any extent be declared to be invalid and unenforceable, the same shall not be deemed to affect any of the other provisions of this section or of this lease, all of which shall be deemed valid and enforceable to the fullest extent permitted by law.

ARTICLE XXVIII  
MISCELLANEOUS

28.1 Nothing in this lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of 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 hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

28.2 Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this lease, it being agreed that the obligations of Landlord under this lease are independent of Tenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights granted it under this lease or at law; however, at the direction of Landlord, Tenant's claims in this regard shall be litigated in proceedings different from any litigation involving rental claims or other claims by Landlord against Tenant (i.e., each party may proceed to a separate judgment without consolidation, counterclaim or offset as to the claims asserted by the other party).

28.3 The liability of Landlord to Tenant for any default by Landlord under the terms of this lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Demised Premises; and Landlord shall not be personally liable for any deficiency, except that Landlord shall, subject to the provisions of Section 19.5 hereof, remain personally liable to account to Tenant for any security deposited under this lease. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder, which do not involve the personal liability of Landlord.

28.4 In all circumstances under this lease where the prior consent of one party (the "consenting party"), whether it be Landlord or Tenant, is required before the other party (the "requesting party") is authorized to take any particular type of action, such consent shall not be withheld in a wholly unreasonable and arbitrary manner; however, the requesting party agrees that its exclusive remedy if it believes that consent has been withheld improperly (including, but not limited to, consent required from Landlord pursuant to Section 9.2 or Section 19.1) shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the requesting party hereby waiving any claim for damages, attorneys fees or any other remedy unless the consenting party refuses to comply with a court order or judgment requiring it to grant its consent).

28.5 One or more waivers of any covenant, term, or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

28.6 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

28.7 If applicable, in the event that the designation of a percentage rental rate in Section 1.1(n) of this lease includes a breakpoint of gross sales (e.g., "5% of gross sales over \$100,000"), then: (a) subsection (ii) in the first sentence of Section 4.3 of this lease shall be deemed to have been deleted and all other formula references in Section 4.3 adjusted accordingly; (b) the breakpoint shall be divided by twelve for purposes of computing monthly percentage rental installments in the second sentence of Section 4.3; and (c) during all periods when minimum guaranteed rentals are reduced (e.g., pursuant to Section 17.4 or Section 18.2) the breakpoint shall be reduced accordingly.

28.8 If any provision of this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

28.9 If this lease is in fact a sublease, Tenant accepts this lease subject to all the terms and conditions of the underlying lease under which Landlord holds the Project as lessee. Tenant covenants that it will do no act or thing which would constitute a violation by Landlord of his obligation under such underlying lease; provided, however, that Tenant's agreement in this regard is promised on Landlord's assurances to the effect that the terms of this lease do not violate such underlying lease.

28.10 The laws of the State of Michigan, shall govern the interpretation, validity, performance, and enforcement of this lease. Venue for any action under this lease shall be the county in which rentals are due pursuant to Section 4.1 and Section 1.1 of this lease.

28.11 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

28.12 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

28.13 The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

28.14 This lease contains the entire agreement between the parties, and no brochure, rendering, information or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

28.15 LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THEY ARE NOT RELYING UPON ANY BROCHURE, RENDERING, INFORMATION, REPRESENTATION OR PROMISE OF THE OTHER, OR OF THE AGENT, EXCEPT AS MAY BE EXPRESSLY SET FORTH PLACE AN 'X' OR OTHER MARK DESIGNATING A CHOICE IN THE APPROPRIATE BOX).

IN THIS LEASE.

IN \_\_\_\_\_ AS WELL AS IN THIS LEASE.

NOTE: IF NO "X" (OR OTHER MARK DESIGNATING A CHOICE) IS PLACED IN EITHER BOX IN THIS SECTION 28.15, THEN THE FIRST BOX WILL BE DEEMED TO HAVE BEEN MARKED.

28.16 This lease consists of twenty-nine articles and Exhibits "A" through "I" With the exception of Article VII, in the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of the lease, the provision as set forth in the exhibit shall be deemed to control.

28.17 At any time, and from time to time, upon the written request of Landlord, Tenant shall deliver to Landlord on or before the 10th day of each calendar month during the term of this Lease or 20 days after the end of each calendar year, a copy of Tenant's

monthly and/or annual sales relating to the sales from the Demised Premises for the preceding calendar month or year, whichever may be appropriate. The foregoing obligation is in addition to any obligation Tenant may have under Article V above.

In addition, if requested by Landlord, Tenant shall provide to Landlord such other financial statements and information relating to the financial condition of Tenant and any guarantor of Tenant's obligations under this Lease. Tenant's failure to comply with this paragraph shall, at Landlord's option, constitute an Event of Default hereunder.

28.18 RELOCATION:

In the event Landlord determines to utilize the Premises for other purposes during the Term, Tenant agrees to relocate to other space in the Shopping Center designated by Landlord, provided such other space is of similar or suitable size for the tenant's operation. Landlord shall pay all reasonable out-of-pocket expenses of any such relocation, including the expenses of moving and reconstructing all of Landlord furnished improvements and Tenant's unamortized space improvements. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or conditions of this Lease, except those terms which may be significantly different compared to the then current market conditions, and except only for the new location substituting for the old location. If Landlord and Tenant cannot agree on an alternative space, either party can terminate the Lease with <<thirty (30)>>day prior written notice.

29. NO ABATEMENT OF RENT:

29.1 Except as otherwise specifically provided in this Lease, no abatement, refund, diminution, or reduction of Rent or other compensation shall be claimed by or allowed to Lessee, or any person claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from work on Improvements, by virtue or because of Legal Requirements, or the occurrence of any matters referred to in Sections 7 (casualty damage) and 16 (condemnation) of this Lease, or for any other reason, cause, or occurrence.

29.2 Unless caused by Lessor, if any adjoining Building or structure encroachments; on the Premises, no claim, demand, or objection of any kind shall be made by Lessee against Lessor by reason of such encroachments or acts of, or in connection with, removal of the encroachments. The rights, liabilities, and obligations of the parties shall be the same as if there were no encroachments. In any related legal proceedings, the Premises may properly and without prejudice be described according to the description previously used without reference to any such encroachments. Lessor agrees to cooperate with Lessee in any proceedings sought by Lessee to remove such encroachments, provided such cooperation does not cause Lessor to incur any expense.

EXECUTED as of the latest date accompanying a signature by Landlord or Tenant below.

LANDLORD: FARMINGTON TOWN CENTER MICHIGAN, LLC

By:   
Mark Levy

Title: Vice President

Date of Signature: 8/14/2023

TENANT: BLUEBERRY BRUNCH, LLC

By: 

Name: VIKTOR GJONAJ

Title: Co- Owner

Date of Signature: 08/04/23

Taxpayer Identification No.:

TENANT: BLUEBERRY BRUNCH, LLC

By: 

Name: ALFRED G. PERKAJ

Title: Co- Owner

Date of Signature: 08/04/23

Taxpayer Identification No.: \_\_\_\_\_

TENANT: BLUEBERRY BRUNCH, LLC

By: Anton Dema

Name: ANTON DEMA

Title: Co- Owner

Date of Signature: 08/07/23

Taxpayer Identification No.: \_\_\_\_\_

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Land situated in City of Farmington, Oakland County, Michigan, is described as follows:

**PARCEL I**

The South 163.00 feet of the West 48.00 feet of Lot 20,  
Also the South 163.00 feet of Lot 21,  
Also the South 163.00 feet of the East 17.00 feet (also recorded as the East 7 feet) of Lot 22,  
except the South 25.00 feet of all of the above described dedicated for Orchard Avenue (50.00 feet wide) of Lapham's  
Addition to the Village (now City) of Farmington, according to the plat thereof recorded in Liber 2 of Plats, Page 37, Oakland  
County Records,  
described as follows:  
Beginning at the Southwest corner of described Lot 22;  
thence North 00°33'00" East 138.00 feet along the East line of Farmington Road (66.00 feet wide);  
thence South 89°23'20" East 115 feet;  
thence South 00°33'00" West 138.00 feet to a point on the North line of Orchard Avenue (50.00 feet wide);  
thence North 89°23'20" West 115.00 feet along said North line of Orchard Avenue to the Point of Beginning.

**PARCEL II**

The East 15 feet of Lot 37, Block 1, of Davis Addition to the Village (now City) of Farmington, according to the plat thereof  
recorded in Liber 2 of Plats, Page 36, Oakland County Records  
and part of Lots 1, 2 and 33, of Lapham's Addition to the Village (now City) of Farmington, according to the plat thereof  
recorded in Liber 2 of Plats, Page 37, Oakland County Records,  
described as follows:  
Beginning at the intersection of the South line of Grand River Avenue, (66 feet wide), and the East line of said Lot 37;  
thence Westerly 15.0 feet along the Southerly line of Grand River Avenue;  
thence Southerly 180.0 feet along a line parallel to the East line of Lot 37;  
thence Easterly 75.0 feet along the line parallel to the South line of Grand River Avenue;  
thence Northerly 180.0 feet along a line parallel to the East line of Lot 37;  
thence Westerly 60.00 feet along the South line of Grand River Avenue to the Point of Beginning,  
except the Westerly 1.0 feet of the Northerly 65.0 feet thereof.

Also:

Part of Lots 1, 2 and 33 of Lapham's Addition to the Village (now City) of Farmington, according to the plat thereof recorded in  
Liber 2 of Plats, Page 37, Oakland County Records,  
described as follows:  
Beginning at a point South 57°15'00" East 60.07 feet  
and South 33°09'30" West 179.68 feet from the Northwesterly corner of said Lot 1 and proceeding thence North 56°52'54"  
West 75.00 feet;  
thence South 33°09'30" West 64.70 feet,  
thence South 57°09'00" East 75 feet;  
thence North 33°09'30" East 64.40 feet to the Point of Beginning.

**PARCEL III**

The East 139.0 feet of the West 172.0 feet of Lots 25, 26, 27,  
except the Northerly 10 feet of Lot 27  
and the Southerly 40 feet of Lot 25, of Lapham's Addition to the Village (now City) of Farmington, according to the plat thereof  
recorded in Liber 2 of Plats, Page 37, Oakland County Records,  
described as follows:  
Commencing at the Southeast corner of said Lot 25  
North 00°33'00" East 40.00 feet  
and South 89°53'00" East 33.00 feet to the Point of Beginning;  
thence along the East line of Farmington Road (66.00 feet wide), North 00°33'00" East  
100.00 feet;  
thence South 89°53'00" East 139.00 feet;  
thence South 00°33'00" West 100.00 feet;  
thence North 89°53'00" West 139.00 feet to the Point of Beginning.

**PARCEL IV**

Part of Lots 9 to 20 inclusive, including the vacated alley adjacent thereto of Lapham's Addition to the Village (now City) of Farmington, according to the plat thereof recorded in Liber 2 of Plats, Page 37, Oakland County Records, described as follows:  
Beginning at a point on the North line of Orchard Avenue, (50 feet wide), distant South 89°23'20" East 115.00 feet from the intersection of said North line of Orchard Avenue and the East line of Farmington Road, (66 feet wide);  
thence from the Point of Beginning, North 00°33'00" East 138.00 feet along a line parallel to and 115.0 feet East of the East line of Farmington Road;  
thence South 89°23'20" East 553.09 feet;  
thence South 14°38'30" West 142.25 feet along the West line of the proposed Grove Avenue dedication;  
thence North 89°23'20" West 518.46 feet along the North line of Orchard Avenue to the Point of Beginning.

**Parcel V**

Lots 8 and 10 of Assessor's Plat No. 2, according to the plat thereof recorded in Liber 54 of Plats, Page 6, Oakland County Records.

Lot 8 also described as follows:  
Beginning at a point on the South line of Orchard Avenue (50.00 feet wide) and the Northeast corner of said Lot 8;  
thence South 00°02'00" West 140.00 feet;  
thence North 89°24'00" West 50.00 feet;  
thence North 00°02'00" East 140.00 feet to a point on said South line of Orchard Avenue;  
thence South 89°24'00" East 50 feet to the Point of Beginning.

And Lot 10 also described as follows:  
Beginning at the Northeast corner of said Lot 10 and the South line of Orchard Avenue (50.00 feet wide);  
thence South 00°02'00" West 140.00 feet;  
thence North 89°24'00" West 50 feet;  
thence North 00°02'00" East 140.00 feet to a point on the South line of said Orchard Avenue;  
thence South 89°24'00" East 50.00 feet to the Point of Beginning.

**EASEMENT PARCEL**

Together with a perpetual non-exclusive easement for ingress, egress and vehicular parking over and across all vehicular parking area, walkways, entrances, exits and driveways as created, limited and defined in the instrument recorded December 21, 1982 in Liber 8282, Page 882 and by Amendment to Easement Agreement recorded October 2, 2006 in Liber 38191, Page 19, Oakland County Records, which are located within the following described land:

Part or all of Lots 2 through 9, 13, through 27, 33 and part or all of vacated alleys in Lapham's Addition to the Village (Now City) of Farmington, according to the plat thereof recorded in Liber 2 of Plats, Page 37, Oakland County Records, described as follows:  
Beginning at a point on the Southerly Right-of-Way line of Grand River Avenue, which is also the Northerly line of said Lapham's Addition, distant South 57°15' East along said Northerly line of Lapham's Addition, 1050 feet from the Northwesterly corner of Lot of said Lapham's Addition;  
thence South 57°57'15" East along said Northerly line of Lapham's Addition and the Southerly Right-of-Way line of Grand River Avenue, 186.40 feet;  
thence South 14°38'30" West along the Westerly Right-of-Way line of most recently dedicated Grove Avenue Right-of-Way 280.37 feet;  
thence North 89°23'20" West 553.09 feet;  
thence South 00°33' West 138 feet to the North Right-of-Way line of Orchard Avenue (50.00 feet wide);  
thence North 89°23'20" West along said North line of Orchard Avenue Right-of-Way 115.0 feet to the East Right-of-Way line of Farmington Road (66.0 feet wide);  
thence North 00°33' East along said East Right-of-Way line Farmington Road 297.58 feet;  
thence South 89°53' East 138.00 feet;  
thence North 00°33' East 100 feet;  
thence South 89°53' East 20.0 feet;  
thence North 00°33' East 68.46 feet;  
thence North 33°09'30" East 70 feet to the Northerly line of Lot 33 of said Lapham's Addition;  
thence South 57°15' East along said Northerly line of Lot 33, 80 feet, more or less to the Southeastery corner of Lot 41 of Davis Addition to the Village (Now City) of Farmington, according to the plat thereof recorded in Liber 2 of Plats, Page 36, Oakland County Records;  
thence South 33°09'30" West 50.0 feet;  
thence South 57°15' East 184.0 feet;  
thence South 33°09'30" West 25.0 feet;  
thence South 57°15' East 75.0 feet;  
thence North 33°09'30" East 244.08 feet to the Point of Beginning.  
Also the Southwesterly 12 feet of Lot 41 and the Southwesterly 12 feet of the Southeastery 30 feet of Lot 42 of said Davis Addition to the Village (Now City) of Farmington, according to the plat thereof recorded in Liber 2 of Plats, Page 36, Oakland County Records.

### EXHIBIT "B" SITE PLAN

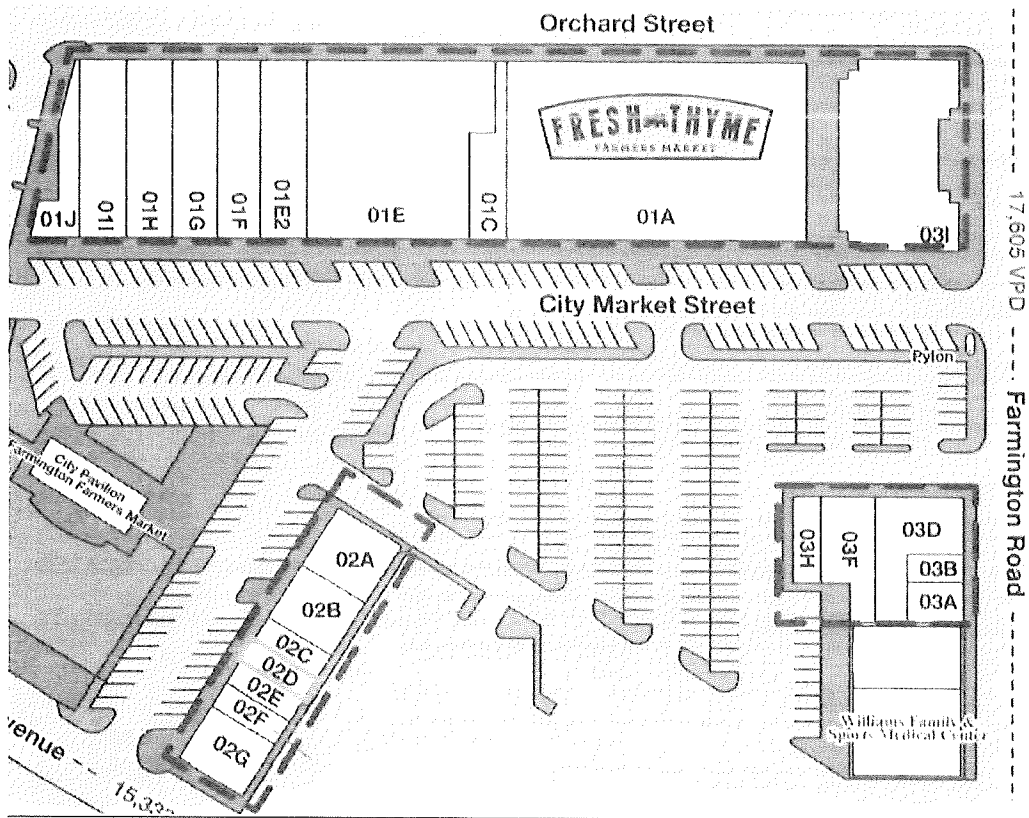




EXHIBIT "C"

SCHEDULE OF MINIMUM GUARANTEED RENT AND OTHER PROVISIONS

Lease Year	Monthly Minimum Guaranteed Rent	Annual Minimum Guaranteed Rent	PSF
Possession to 150 Days or open for business	\$ -	\$ -	\$ -
Year 1	[REDACTED]	[REDACTED]	[REDACTED]
Year 2	[REDACTED]	[REDACTED]	[REDACTED]
Year 3	[REDACTED]	[REDACTED]	[REDACTED]
Year 4	[REDACTED]	[REDACTED]	[REDACTED]
Year 5	[REDACTED]	[REDACTED]	[REDACTED]

In addition to the Monthly Minimum Guaranteed Rent, Tenant shall also pay, on the first (1<sup>st</sup>) day of each month of the Lease Term after possession, the initial Common Area Maintenance Charge, and the Escrow Payment for Taxes and other Real Estate Charges, and the Escrow Payment for Insurance as stipulated in Section 7.4, Article VI, and Section 6.2.

## EXHIBIT "D"

### CONSTRUCTION: ALLOWANCE TO TENANT FOR FINISH-OUT

#### ARTICLE I. GENERAL

A. Subject to the provisions below, Landlord agrees that it will proceed to construct (or, to the extent already partially constructed, will complete) a store unit upon the Demised Premises in substantial compliance with the description of Landlord's Work in Article III below. The Demised Premises shall be deemed "ready for occupancy" when Landlord's Work has been substantially completed (except for minor finishing jobs); provided, however, that if Landlord's Work is delayed because of a default or failure, or both, of Tenant, then the Demised Premises shall also be deemed "ready for occupancy" when Landlord's Work would have been substantially completed if Tenant's default or failure, or both, had not occurred. When the Demised Premises are ready for occupancy (which, unless Tenant objects and Landlord's architect or general contractor fails to certify to the date selected by Landlord, shall be the date Landlord delivers to Tenant the keys for the Demised Premises with a written or verbal statement to the effect that they are ready for occupancy); Tenant agrees to accept possession thereof and to proceed with due diligence to perform Tenant's work, as described in Article IV below, and to open for business at the Demised Premises. Tenant agrees that at the request of Landlord, Tenant will, following the Commencement Date, execute and deliver a written statement acknowledging that Tenant has accepted possession and reciting the exact Commencement Date and termination date of this Lease. In the event that the Commencement Date shall not have in fact occurred within two years after the date of this Lease, this Lease thereupon shall be automatically invalid and of no force and effect; provided, however, that such termination will not nullify either party's cause of action against the other party if the failure resulted from a default by the other party.

B. In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect or general contractor shall be conclusive. By occupying the Demised Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same fully comply with Landlord's covenants and obligations under this Lease. Occupancy of the Demised Premises by Tenant prior to the Commencement Date shall be subject to all the terms and provisions of this Lease, excepting only those requiring the payment of rent.

C. If Landlord should for any reason fail to complete such work prior to the estimated date set out in Section 1.1(k) of this Lease, Landlord shall not be deemed to be in default or otherwise liable in damages to Tenant, nor shall the term of this Lease be affected. However, if for any reason the Demised Premises are not ready for occupancy within eighteen (18) months following such estimated date, Tenant may, at its option, cancel and terminate this Lease by written notice to Landlord delivered within thirty (30) days following the expiration of such eighteen-month period, in which event neither party shall have any further liabilities or obligations, except that Landlord shall repay to Tenant any prepaid rent or security deposit.

D. If the building in which the Demised Premises are to be located has not been constructed as of the date of this Lease, then Landlord shall not be obligated to proceed with construction on the Demised Premises unless and until financing acceptable to Landlord has been obtained. Unless commitments for such financing satisfactory to Landlord have been obtained and all conditions to such commitments (other than the construction itself) shall have been fulfilled within twelve months following the date of this Lease, Landlord may so notify Tenant in writing within thirty (30) days following the expiration of such twelve month period, and this Lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder. If Landlord can obtain financing only upon the basis of modification of the terms and provisions of this Lease, Landlord shall have the right to cancel this Lease if Tenant refuses to approve in writing any such modification within fifteen (15) days after Landlord's request therefor. If such right to cancel is exercised, this Lease shall thereafter be null and void, any prepaid rental or security deposit hereunder shall be returned to Tenant, and neither party shall have any liability to the other by reason of such cancellation.

#### ARTICLE II. PRE-CONSTRUCTION OBLIGATIONS

A. All plans, diagrams, schedules, specifications, and other data relating to Tenant's preferences in connection with Landlord's Work must be furnished by Tenant to Landlord complete, sufficient to obtain a building permit, and ready for Landlord's consideration and final approval within fifteen (15) days after execution of this Lease (or at such other time as may be specified in this exhibit). Without limiting the generality of the immediately preceding sentence, Tenant's submissions must include a floor plan, a reflected ceiling plan, (a plumbing plan), elevations of walls and a fixture plan. All drawings shall be at a scale of either 1/3" or 1/4". Tenant shall reimburse Landlord for any loss or extra cost which may result to Landlord by reason of failure on the part of Tenant to submit any such plans, diagrams, schedules, specifications and/or other data within said period of time.

B. Tenant shall secure Landlord's written approval of all designs, plans, specifications, materials, contractors and contracts for work to be performed by Tenant before beginning the work (including following whatever "work letter" instructions, if any, which Landlord may deliver to Tenant in connection with the work), and shall secure all necessary licenses and permits to be used in performing the work. Tenant's finished work shall be subject to Landlord's approval and acceptance, which shall be a condition to any reimbursement hereinafter provided.

C. Should Tenant request and Landlord approve any variation in the store front and/or interior finishing of the Demised Premises, and if such items are a part of Landlord's work as described below, the variation shall be incorporated in the plans to be furnished by Tenant. In such event, Landlord shall reimburse Tenant for that part of the cost thereof equal to Landlord's determination of its savings for those parts of Landlord's Work described below. The amount of the reimbursement shall be determined by Landlord at the time of its approval of designs, plans, specifications, and contracts, and shall be incorporated within the approval.

D. The insurance requirements under Article XV of the Lease and the indemnity requirements under Article XVI of the Lease shall apply during the construction contemplated in this exhibit, and Tenant shall provide evidence of appropriate insurance coverage prior to beginning any of Tenant's Work. In addition, and without limiting the generality of the immediately preceding sentence, at Landlord's option, Landlord may require that prior to beginning any of Tenant's Work, Tenant shall provide Landlord with evidence of insurance covering both Tenant and Tenant's contractor against damage to their personal property, as well as against third-party liability and worker's compensation claims arising out of all construction and associated activities. All policies of Insurance shall be subject to Landlord's prior approval and shall be endorsed showing Landlord as an additional name insured (or, if permitted by Landlord, may provide a waiver of subrogation against Landlord).

E. Tenant shall be required to satisfy all requirements of Section 11.3 of the Lease.

F. All work undertaken by Tenant shall be at Tenant's expense and shall not damage the building or any part thereof. Any roof penetration shall be performed by Landlord's roofer or, at Landlord's option, by a bonded roofer approved in advance by Landlord. The work shall begin only after Landlord has given consent, which consent shall in part be conditioned upon Tenant's plans, to include materials acceptable to Landlord, to prevent injury to the roof and to spread the weight of the equipment being installed. Tenant shall also be responsible for obtaining, and paying for, professional inspections of any structural work (including, without limitation, any roof work or concrete work).

G. Landlord will pay to Tenant up to thirty-seven thousand five hundred Dollars (\$37,500.00) or \$15.00 per rentable square foot of the Demised Premises, as a reimbursement for Tenant's bona fide (and verified) construction expenses paid to parties not related to Tenant. Such payment will be paid after completion of work and inspection by Landlord's representative to its satisfaction. Any payment request must be accompanied by paid receipts and/or a lien waiver from the Tenant's contractor in the amount of reimbursement requested.

#### ARTICLE III. DESCRIPTION OF LANDLORD'S WORK

- A. Structure: As Is.
- B. Store Front: As Is.
- C. Parking Areas and Walks: As Is.
- D. Floor Slab: As Is.
- E. Utilities: As Is.
- F. Limitations and Conditions:
  - 1. The work to be done by Landlord shall be limited to that described as Landlord's Work in the foregoing paragraphs of this Article III. All work not so classified as Landlord's Work is Tenant's Work.
  - 2. All work performed by Landlord which is in excess of that required of Landlord by this Article III shall be undertaken only after Tenant has deposited full payment for same with Landlord in the form of cash, money order or cashier's check; and Tenant agrees to make such deposit promptly after execution of this Lease (with any delay in Tenant's making such deposit to be deemed a default under this Lease, without the requirement of additional notice from Landlord, and causing Tenant's time periods for completing Tenant's Work and opening for business to commence as if Tenant's delay had not occurred).

#### ARTICLE IV. DESCRIPTION OF TENANT'S WORK

- A. Signs: Tenant shall pay for all signs and the installation thereof, including electrical hook-up, subject to the provisions of Section 13.1 of this Lease.
- B. Utilities: All meters or other measuring devices in connection with utility service shall be provided by Tenant. Tenant shall also provide all connection to the utility service provided by Landlord. All service deposits shall be made by Tenant at Tenant's expense.
- C. Store Front: Except as may be supplied by Landlord in accordance with III.B of this Exhibit, Tenant shall be responsible for the store front, exterior doors, and weatherproofing.
- D. Interior Work: The work to be done by Tenant shall include, but not be limited to, the purchase and installation of the following:
  - 1. Adequate electrical service, panel, wiring, and fixtures.
  - 2. Demise partition(s) as required by existing conditions to separate the Demised Premises

from other lease space(s). Partition shall be at least one hour fire rated gyprock wall with 5/8" gypsum board on both sides of studs. The exterior side is not to be laped and bedded. A break metal wall cap to match storefront metal shall be installed at the storefront.

3. Interior partitions, including finishing, electrical wiring, and connections within the Demised Premises.
4. 2' x 4' lay-in lights in adequate number to provide a minimum of 70-foot candle lighting throughout the Demised Premises; plus, light covers and special hung or furred ceilings.
5. Interior painting.
6. Store fixtures and furnishings.
7. Display window enclosures.
8. Plumbing fixtures within the Demised Premises.
9. 2' x 4' drop ceiling and 3 1/2" batt insulation, installed no lower than the storefront glass.
10. Heating, air conditioning and ventilating equipment (adequate to provide at least a 25-degree differential), including electrical and gas hookup, duct work and roof penetrations.
11. Floor covering and four" vinyl cove base.

E. All work undertaken by Tenant shall be at Tenant's expense and shall not damage the building or any part thereof. Any roof penetration shall be performed by Landlord's roofer or, at Landlord's option, by a bonded roofer approved in advance by Landlord. The work shall be begun only after Landlord has given consent, which consent shall in part be conditioned upon Tenant's plans, to include materials acceptable to Landlord, to prevent injury to the roof and to spread the weight of the equipment being installed. Tenant shall also be responsible for obtaining, and paying for, professional inspections of any structural work (including, without limitation, any roof work or concrete work).

F. Upon completion of Tenant's improvements, Tenant shall provide a true copy of its Certificate of Occupancy (or similar governmental occupancy permit), and evidence that all bills have been paid to Tenant's contractors, subcontractors and professionals and delivery by Tenant to Landlord of final lien waivers and releases executed by all of Tenant's contractors, subcontractors, and professionals, in recordable form.

INITIALEDs

LANDLORD: ME

TENANT: Vg AD AGP

## **EXHIBIT "E"** **SIGN CRITERIA**

### **SECTION I.**

The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (any such designation of the store type shall be by general descriptive terms and shall not include any specifications of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs are not permitted.

### **SECTION II.**

Landlord will provide an area on the sign band or canopy of appropriate size and location to Tenant's storefront. After having first obtained Landlord's written approval of Tenant's sign design, prepared in accordance with these criteria, tenant will properly install a sign face in the sign band. The font on all signs shall be shown on drawings submitted to Landlord for approval.

### **SECTION III.**

The character, design, color and layout of all signs shall be subject to Landlord's prior approval.

### **SECTION IV.**

Excepting the signs specified in Section VI (d) and (e) of this exhibit, no occupant shall install more than one (1) sign.

### **SECTION V.**

All signs shall be in accordance with the following requirements:

- (a) The sign lettering or any part thereof shall be located within the physical limits of the storefront of the Demised Premises and must remain at least eighteen (18") inches away from the lease lines where they meet the sign band.
- (b) Except for those signs mounted on the mansards with Landlord's written approval, no sign or any part thereof shall be located on the roof of the Demised Premises.
- (c) Sign style and lettering must be approved by Landlord before shop drawings are made once initial approval is given by Landlord. Tenant shall then submit shop drawings for final Landlord approval, showing the sizes of all letters and spacing, type of material, color and dimensions in relation to leasable area.
- (d) No sign will be placed in final position without the written approval of Landlord. The general standard is that the top plane of the sign shall be in line with the other Tenant signage.
- (e) Tenant's sign shall be individually-lettered, channel-lighted, and mounted on a raceway.
- (f) All signs shall be fabricated and installed in compliance with all applicable codes.

### **SECTION VI.**

The fabrication, installation and operation of all signs shall be subject to the following restrictions:

- (a) All storefront signs must be internally illuminated and regulated by a timer or photo cell.
- (b) No flashing, moving, flickering or blinking illumination shall be permitted.
- (c) No animation, moving lights or floodlight illumination shall be permitted.
- (d) No painted or printed signs, except one (1) non-illuminated, small scale "Signature Sign" or "store hours" sign, which is lettered on the glass portion of the store of an occupant, provided such sign does not exceed three inches (3") in height. Also permitted are small credit card symbols.
- (e) No outrigger signs, except one (1) identification sign located beneath the canopy in a location to be designated by Landlord, and in accordance with Landlord's criteria for under canopy signs. Tenant must submit drawing of said sign to Landlord and obtain Landlord's written approval prior to installation of this, or any sign.
- (f) No moving signs, rooftop signs, parapet signs, exposed neon or pylon signs.

### **SECTION VII.**

At such time as Landlord prepares a new sign design plan for the Shopping Center, Tenant will remove its existing sign and install a new one to comply with such new plan at Tenant's sole expense.

If Landlord undertakes a shopping center renovation that requires removal of Tenant's signs, Tenant shall be responsible for removal and reinstallation of signs. Tenant may be required to update older signage to meet new sign criteria at no cost to Landlord.

**EXHIBIT "F"**

**Tenant Acceptance of Space**

**Intentionally Deleted.**

EXHIBIT "G"  
GUARANTEE

In order to induce Farmington Center Michigan, LLC ("Landlord") to execute the foregoing Shopping Center Lease ("the Lease") with BLUEBERRY BRUNCH, LLC ("Tenant"), for a certain Demised Premises in Farmington Town Center, City of Farmington, Oakland County, State of Michigan, the undersigned (whether one or more than one) has guaranteed, and by this instrument does hereby guarantee, the payment and performance of all liabilities, obligations, and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if the undersigned has executed the Lease as Tenant hereunder. Provided Tenant is not in default at any point during the Term, this Guarantee shall expire after the first twenty-four (24) months of continuous payment ("Guarantee Period"). Following the expiration of the Guarantee Period the only remaining obligation the Tenant shall have over and above its monthly payment of Rent and Additional Rent shall be the unamortized Construction Allowance and brokerage commissions.

The undersigned hereby waives notice of acceptance of this Guarantee and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

The undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Tenant or its estate in bankruptcy, or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the National Bankruptcy Act, or any similar law or statute of the United States or any State thereof. Landlord and Tenant, without notice to or consent by the undersigned, may at any time or times enter into such extensions, amendments, assignments, subleases, or other covenants with respect to the Lease as they may deem appropriate; and the undersigned shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease as so extended, amended, assigned or otherwise modified.

It is understood that other agreements similar to this guaranty may, at Landlord's sole discretion, be executed by other persons with respect to the Lease. This guaranty shall be cumulative of any such agreements and the liabilities and obligations of the undersigned hereunder shall in no event be affected or diminished by reason of such other agreements. Moreover, in the event Landlord obtains another signature of more than one guarantor on this Guaranty or by obtaining additional guarantee agreements, or both, the undersigned agrees that Landlord, in Landlord's sole discretion, may (i) bring suit against all guarantors of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one or more of the guarantors for such consideration as Landlord may deem proper, and (iii) release one or more of the guarantors from liability. The undersigned further agrees that no such action shall impair the rights of Landlord to enforce the Lease against any remaining guarantor or guarantors, including the undersigned.


If the party executing this guarantee is a corporation, then the undersigned officer personally represents and warrants that the Board of Directors of such corporation, in a duly held meeting, has determined that this guaranty may reasonably be expected to benefit the corporation.

The undersigned also agrees that if Landlord shall employ an attorney to present, enforce or defend all of Landlord's rights or remedies hereunder, the undersigned shall pay any reasonable attorney's fees incurred by Landlord in such connection.

This agreement shall be binding upon the undersigned and the successors, heirs, executors and administrators of the undersigned, and shall inure to the benefit of Landlord and Landlord's heirs, executors, administrators and assigns.

EXECUTED this 4th day of August, 2023, to be effective the same day as the effective date of the Lease.

GUARANTOR(S):

  
Address (printed or typed)

  
Name of Guarantor (printed or typed) SSN or EIN

Individual Alfred Perkaj  
Type of Guarantor

Address (printed or typed)

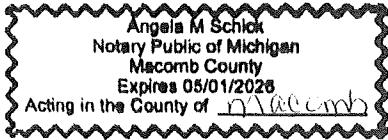
MICHIGAN NOTARY

STATE OF Michigan  
COUNTY OF Macomb

The foregoing Guarantee was signed and acknowledged before me this 4 day of August, 2023  
by Ahmad Perkej for Blueberry Branch, LLC.

My commission expires: 5/1/2026

Angela M Schick  
NOTARY PUBLIC







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

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

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

(For MLCC use only)

**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 Regular meeting of the Farmington City Council council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ on January 16, 2024 at 7:00  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from Blueberry Brunch, LLC  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class C Liquor License issued under MCL 436.1521a(1)(b) with Sunday PM Sales Permit  
(list specific licenses requested)

to be located at: 23336 Farmington Road, Farmington, MI 48336

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: N/A

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 City of Farmington  
council/board at a Regular meeting held on January 16, 2023 (township, city, village)  
(regular or special) (date)

Meaghan Bachman

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

## OMELETTES

Served with Red Skin Potatoes or Fruit and Toast

<b>Meatlovers</b>	11
<i>Ham, Bacon &amp; Sausage with American Cheese</i>	
<b>Country</b>	11
<i>Sausage, Onion, Green Pepper and Cheddar Cheese all Topped with Sausage Gravy</i>	
<b>Roasted Veggie</b>	11
<i>Roasted Vegetables, Spinach, and Feta Cheese</i>	
<b>SFBA</b>	11
<i>Spinach, Feta Cheese, Bacon, and Avocado</i>	
<b>Western</b>	11
<i>Ham, Green Pepper, Onion, and American Cheese</i>	

## BENEDICTS

Served with Red Skin Potatoes or Fruit

<b>Traditional</b>	11
<i>English Muffin, Canadian Bacon, Poached Egg, Topped with Hollandaise Sauce</i>	
<b>Florentine Benedict</b>	11
<i>English Muffin, Tomatoes, Spinach, Bacon, Swiss Cheese, Poached Eggs. Topped with Hollandaise Sauce</i>	
<b>Cowboy</b>	11
<i>Biscuits, Cheddar Cheese, Sausage Patty, Poached Eggs, Sausage Gravy</i>	
<b>Chorizo Benedict</b>	11
<i>English Muffin, Chorizo Sausage, Cheddar, Avocado, Grilled Tomato, Poached Eggs. Topped with Hollandaise Sauce</i>	

## WAFFLES

<b>Chicken &amp; Waffles</b>	10
<i>Belgium Waffle and Boneless Buttermilk Chicken Breast</i>	
<b>Belgian Waffle</b>	7
<b>Waffle Omelette</b>	8
<i>Bacon, Egg, and Cheddar Cheese Waffle</i>	

## BOWLS

<b>Berrlos &amp; Oats</b>	8
<i>Oatmeal, Strawberries, Blueberries, Yogurt, Granola, Almonds. Side of Milk and Brown Sugar</i>	
<b>Acai Bowl</b>	9
<i>Acai Puree topped with Fresh Strawberries, Banana, Blueberries, Almonds, Granola</i>	
<b>Yogurt Parfait</b>	7
<i>Greek Vanilla Yogurt, Seasonal Fruit, Almonds, Granola</i>	

## SCRAMBLERS

Served with Red Skin Potatoes or Fruit and Toast

<b>AGT</b>	10
<i>3 Eggs Scrambled with Avocado, Goat Cheese and Tomatoes</i>	
<b>SBF</b>	10
<i>3 Eggs Scrambled with Spinach, Bacon and Feta Cheese</i>	



## CREPES

<b>Strawberry Crepes</b>	9
<i>Fresh Strawberries and Strawberry Sauce</i>	
<b>Raspberry Crepes</b>	9
<i>Fresh Raspberries and Raspberry Sauce</i>	
<b>Banana Hazelnut Crepes</b>	9
<i>Fresh Sliced Banana and Nutella Hazelnut Sauce</i>	
<b>Cheese Blintz</b>	10
<i>Cream Cheese Blintz Filling, Fresh Strawberries and Sauce</i>	
<b>Triple Berry Crepes</b>	10
<i>Fresh Raspberries, Blueberries, and Strawberries and Raspberry Sauce</i>	

## FRENCH TOAST

<b>Banana Nut</b>	10
<i>Banana Bread French Toast, Fresh Sliced Banana</i>	
<b>Stuffed French Toast</b>	10
<i>Vanilla Cream Cheese Filling, Strawberries, Strawberry Sauce</i>	
<b>Crunchy</b>	10
<i>Cinnamon Bread, Frosted Flakes, and Strawberries</i>	
<b>Cinnamon Swirl</b>	9
<i>Add Strawberries or Bananas \$2 Each</i>	
<b>Incredible Delight</b>	10
<i>Two Slices of French Toast Stuffed with a Two Egg Omelette made with Bacon, Sausage, and Cheddar Cheese. All Topped with Powdered Sugar</i>	
<b>Very Berry Cinnamon Roll</b>	10
<i>Cinnamon Roll topped with Fresh Berries, Raspberry Sauce and Frosting</i>	

## PANCAKES

<b>Buttermilk Pancakes</b>	8
<b>Chocolate Chip Pancakes</b>	9
<b>Cinnamon Roll Pancakes</b>	10
<i>Filled with Cinnamon Sugar Glaze and Topped with a Cream Cheese Frosting</i>	
<b>Lemon Pancakes</b>	10
<i>Lemon Poppyseed Pancakes Topped with Lemon Frosting and Blueberries</i>	

## EGGCELLENT CHOICES

<b>The Usual</b>	9
<i>2 Eggs, Choice of Meat, Red Skin Potatoes and Toast</i>	
<b>The Big Breakfast</b>	10
<i>3 Eggs, Bacon, Ham, Sausage, Red Skin Potatoes and Toast</i>	
<b>Day Break</b>	10
<i>2 Eggs, 2 Pancakes and a Choice of Meat</i>	
<b>Rise &amp; Shine</b>	10
<i>2 Eggs, 2 French Toast, and a Choice of Meat</i>	
<b>Early Bird</b>	10
<i>2 Eggs, 2 Fruit Crepes and a Choice of Meat</i>	
<b>Crack of Dawn</b>	10
<i>2 Eggs, 2 Biscuits &amp; Gravy and a Choice of Meat</i>	
<b>Avocado Toast</b>	10
<i>7 Grain Toast Topped with Goat Cheese, Avocado, Bacon, Tomatoes and 2 Eggs Over Easy on Top</i>	

## SKILLET

Served with Toast

<b>Corned Beef Hash</b>	11
<i>Onion, Green Pepper, Corned Beef, Red Skin Potatoes, and 2 Eggs</i>	
<b>Meatlovers Skillet</b>	11
<i>Ham, Bacon, Sausage, Cheddar Cheese, Red Skin Potatoes and 2 Eggs</i>	
<b>Sweet Potato Skillet</b>	11
<i>Red Pepper, Onion, Sausage, Spinach, Sweet Potato and 2 Eggs</i>	
<b>West Skillet</b>	11
<i>Ham, Green Pepper, Onion, Cheddar Cheese, Red Skin Potatoes, and 2 Eggs</i>	
<b>Roadhouse Skillet</b>	11
<i>Green Pepper, Onion, Sausage, Biscuit, Cheddar Cheese, Red Skin Potatoes, Sausage Gravy and 2 Eggs</i>	
<b>Chorizo Skillet</b>	11
<i>Chorizo, Green Pepper, Onion, Jalapeno, Cheddar, Avocado, Red Skin Potatoes and 2 Eggs</i>	

## BREAKFAST SANDWICHES

<b>Breakfast Burrito</b>	8
<i>2 Scrambled Eggs, Choice of Meat, Red Skin Potatoes, Cheddar Cheese, Honey Wheat Tortilla</i>	
<b>Breakfast Sandwich</b>	8
<i>2 Scrambled Eggs, Choice of Meat, American Cheese, and Bread</i>	

## GLUTEN-FREE

<b>Stuffed French Toast</b>	11
<b>French Toast</b>	10
<b>Pancakes</b>	10
<i>Add Fruit \$2</i>	

## SALADS

<b>Chicken House Salad</b>	12
<i>Romaine &amp; Gourmet Greens, Strawberries, Mandarin Oranges, Toasted Almonds, Feta Cheese, Dried Cherries, Ripe Avocado. Poppy Seed Dressing Recommended</i>	
<b>Chicken Greek Salad</b>	12
<i>Romaine Gourmet Greens and Chicken, Topped with Feta Cheese, Ripe Tomatoes, Cucumbers, Sliced Beets, Kalamata Olives, Pepperoncino Peppers and Red Onions. Greek Dressing Recommended.</i>	
<b>Cobb Salad</b>	12
<i>Romaine and Gourmet Greens, Topped with Chopped Chicken Breast, Blue Cheese, Bacon Crumbles, Tomatoes, Eggs and Avocado.</i>	
<b>Arugula &amp; Chicken Salad</b>	12
<i>Gourmet Greens, Arugula, Caramelized Pecans, Tomato, Crumbled Goat Cheese, Sliced Strawberries, Dried Cherries and Red Onions. Balsamic Vinaigrette Dressing Recommended</i>	
<b>Chicken Strip Salad</b>	12
<i>A Blend of Romaine and Gourmet Greens with Breaded Chicken Strips, Cheddar Cheese, Chopped Egg, Tomato, Avocado, and a Purple Onion Ring.</i>	

## SANDWICHES

Served with Kettle Chips  
Sub Fries For \$2

<b>BELT</b>	9
<i>Bacon, Egg, Lettuce, Tomato on Grilled Italian Bread with American Cheese and Mayo</i>	
<b>Breakfast Club</b>	10
<i>Ham, Turkey, Bacon, Lettuce, Tomato and Mayo on Grilled Bread with Fried Egg</i>	
<b>Reuben</b>	10
<i>Classic with Corned Beef, Swiss, Sauerkraut, and Russian Dressing</i>	
<b>Turkey Reuben</b>	10
<i>Cole Slaw, Swiss Cheese, Russian Dressing and Turkey Breast</i>	
<b>Spicy Chicken Wrap</b>	10
<i>Crispy Chicken, Lettuce, Tomato, Cheddar Cheese, Blue Cheese Crumbles, Spicy Buffalo Sauce and Ranch Dressing</i>	
<b>Philly Steak</b>	10
<i>Onion, Green Pepper, Mushroom, and American Cheese</i>	
<b>Chicken Strip Pita</b>	10
<i>Crispy Chicken, Lettuce, Tomato, Mayo, American and Swiss Cheese</i>	
<b>Chicken Greek Wrap</b>	10
<i>Grilled Chicken Breast, Lettuce, Tomato, Feta Cheese, Onions, Beets, Pepperoncino, Olives and Greek Dressing</i>	
<b>Slim Jim</b>	10
<i>On Sub Bun with Grilled Ham, Swiss Cheese, Lettuce, Tomato, and Mayo</i>	
<b>Harvest Chicken</b>	10
<i>Grilled Chicken Breast, Roasted Vegetables, Avocado, and Provolone</i>	
<b>Crispy Chicken</b>	10
<i>On Bun with Buttermilk Fried Chicken, Lettuce, Tomato and Mayo on the Side</i>	
<b>Hawthorne</b>	10
<i>Turkey Breast, Swiss, Cole Slaw, Lettuce, Tomato and Russian Dressing</i>	
<b>Caesar Wrap</b>	10
<i>Grilled Chicken Breast, Romaine Lettuce, Tomatoes, Shredded Parmesan and House Made Caesar Dressing</i>	

# LUNCH MENU

## BURGERS

Served with French Fries

<b>Breakfast Burger</b>	11
<i>American, Bacon, Lettuce, Tomato, Onion and an Egg</i>	
<b>All American</b>	11
<i>American, Lettuce, Tomato and Onion</i>	
<b>Frisco Melt</b>	11
<i>Grilled Rye, Swiss, American, Russian Dressing, Bacon, and Onion</i>	

## VEGETARIAN

Served with Kettle Chips  
Sub Fries For \$1

<b>House Vegetable Wrap</b>	9
<i>Roasted Vegetables, Avocado, Lettuce and Tomato, Crumbled Feta, and Salsa Ranch Dressing</i>	
<b>Harvest Melt</b>	9
<i>Grilled Roasted Vegetables, Avocado, Provolone</i>	
<b>Vegetarian Reuben</b>	9
<i>Sauerkraut, Swiss Cheese, Avocado, Sliced Tomato, Cole Slaw, Grilled on Rye, with Russian Dressing</i>	

## BREAD OPTIONS

Marble Rye - 7 Grain - Italian  
Cinnamon Swirl - Sourdough

## SIDES

<b>2 Eggs</b>	3
<i>Cooked Any Style</i>	
<b>Meat</b>	4
<i>Choice of Bacon, Sausage, or Ham</i>	
<b>Red Skin Potatoes</b>	3
<b>Fruit</b>	3
<b>Toast</b>	2
<b>Fries</b>	3
<b>Roasted Vegetables</b>	4
<b>Sweet Potatoes</b>	4
<b>Biscuits &amp; Gravy</b>	5.5
<i>Half Order \$4</i>	
<b>Avocado</b>	4

## SOUPS

<b>Cup of Soup</b>	3
<b>Bowl of Soup</b>	4

## BEVERAGES

<b>House Coffee</b>	3
<b>Cappuccino</b>	4
<b>Latte</b>	4
<b>Hot Cocoa</b>	3
<b>Hot Tea</b>	2.5
<b>Iced Tea</b>	2.5
<b>Smoothies</b>	6
<b>Fresh Squeezed Orange Juice</b>	5
<i>Liter For The Table \$12</i>	
<b>Cranberry Juice</b>	3
<b>Apple Juice</b>	3
<b>Milk</b>	2.5
<i>White or Chocolate</i>	
<b>Pop</b>	2.5
<i>Coke, Diet Coke, Sprite, Dr Pepper, Orange, Lemonade</i>	

Ask your server about menu items that are cooked to order.  
Consuming undercooked meats or eggs may increase your risk of foodborne illness.



**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
January 16, 2024

**Reference  
Number  
7B**

**Submitted by:** Kate Knight, DDA Director

**Agenda Topic:** Consideration to Authorize Submittal of Documentation for Redevelopment Liquor License for Blueberry Brunch, LLC.

**Requested Action:**

Move to authorize city staff to submit documentation for a Redevelopment Liquor License for Blueberry Brunch, LLC.

**Background:**

The City of Farmington and DDA have been approached by Mr. Anton Dema, Mr. Viktor Gjonaj, and Mr. Alfred Perkej, regarding the procurement of a Redevelopment Liquor License, available under Public Act 501 of 2006. Dema, Gjonaj and Perkej are co-owners of the anticipated Blueberry Brunch to be located at 23336 Farmington Road, within the boundary of the Farmington Downtown Development Authority.

According to procedural requirements outlines by the Michigan Liquor Control Commission (MLCC), for said applicant to secure a Redevelopment Liquor License, the City of Farmington Council must authorize the submittal of information to the MLCC as follows:

- The City Council establishes the Downtown Development Authority District as the redevelopment project area,
- Provide a map which clearly outlines where the development district or area is located within the city,
- Authorizes the City Clerk to certify the statutory provision under which the Farmington Downtown Development Authority was established and,
- Authorizes the City Assessor to submit an affidavit stating the total amount of public and private investment within the DDA district over the preceding five-year time period and authorizes the City Clerk to certify the affidavit.

If approved, staff will assemble and supply the appropriate materials to attorneys for Blueberry Brunch, LLC, to accompany the application to the MLCC.

**Materials:**

Tax Assessment Affidavit  
Map of DDA Boundaries

August, 2023

Ms. Mary Mullison, City Clerk  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48335

**RE: Amended Affidavit for the Michigan Liquor Control Commission (MLCC)**

Dear Ms. Mullison:

Enclosed you will find an amended Affidavit of Micheal Lohmeier, Assessor for the City of Farmington and Oakland County Equalization Officer for use with applications you may present to the Michigan Liquor Control Commission (MLCC) this year regarding the liquor licenses available to your community under MCL 436.1521a (1) (b). This amended affidavit inclusive of the supporting private investment detail will replace the packet sent to you in April of this year. Please note that the values have not changed in this amended packet, but there were minor text changes to conform to a request made by the Michigan Liquor Control Commission. This affidavit continues to represent value limited to Private Investments associated with your Downtown Development Authority (DDA) District for tax years 2019 through 2023 and **will require Clerk Certification before advancing it to the Michigan Liquor Control Commission as part of an application packet.**

If you have any questions or require our further involvement in this matter, please feel free to contact either me by phone at (248) 858-4994 or E-mail at [etzkorn@oakgov.com](mailto:etzkorn@oakgov.com).



Stacey Etzkorn  
Appraiser III

23\_lccaffltr\_20.docx  
Enclosures

**AFFIDAVIT OF MICHEAL LOHMEIER**


STATE OF MICHIGAN     )  
  )  
COUNTY OF OAKLAND    )

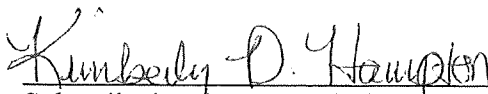
NOW COMES Micheal Lohmeier, and being first duly sworn, deposes and states as follows:

1. That I am the Assessor for the City of Farmington, Oakland County, Michigan and make this Affidavit to the Michigan Liquor Control Commission as required under Section 521a (MCL 436.1521a (1) (b)) of the Michigan Liquor Control Code (PA 58 of 1998, as Amended) and in anticipation of applications for public on-premises licenses in addition to those quota licenses allowed the City of Farmington under Section 531 (1).
  
2. As the Assessor for the City of Farmington and after a diligent inquiry and review of the books and records of the City of Farmington, I hereby certify to the Michigan Liquor Control Commission that the total amount of Private Investment, attributable to Building Permit Activity and new Personal Property, in their Downtown Development Authority (DDA) District (established under PA 197 of 1975 now part of PA 57 of 2018) for the five (5) years preceding and ending December 31, 2022 is detailed as follows:

Tax Year 2019	(01/01/18 – 12/31/18)	1,272,620
Tax Year 2020	(01/01/19 – 12/31/19)	1,183,780
Tax Year 2021	(01/01/20 – 12/31/20)	253,400
Tax Year 2022	(01/01/21 – 12/31/21)	551,180
Tax Year 2023	(01/01/22 – 12/31/22)	1,462,520

Further deponent sayeth not.

  
\_\_\_\_\_  
Micheal Lohmeier

  
\_\_\_\_\_  
Subscribed and sworn to before me  
this 21<sup>st</sup> day of August, 2023  
Kimberly D. Hampton, Notary Public  
Oakland County, State of Michigan  
My commission expires: 09-14-2025  
Acting in Oakland County, Michigan

**City of Farmington  
Private Investment - Tax Year 2019**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
N/A	N/A	N/A	0
<b>Total Private Real Property:</b>			<u>0</u>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-000-052	PREMIER APARTMENTS	23623 FARMINGTON RD STE A	100
20-99-00-000-075	TECHNOLOGY CONSULTANTS	33505 STATE ST STE 200	160
20-99-00-001-200	CVS PHARMACY #8048	23391 FARMINGTON RD	63,400
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	12,360
20-99-00-004-345	DUBIN OPTOMETRIC CLINIC	23342 FARMINGTON RD	231,380
20-99-00-005-029	FITNESS 19	23296 FARMINGTON RD	11,440
20-99-00-006-040	JOES HEADQUARTERS	23603 FARMINGTON RD	240
20-99-00-006-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	4,340
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	21,880
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	3,000
20-99-00-008-003	LAZIZ MEDITERANEAN CUISINE	23336 FARMINGTON RD	2,020
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	8,580
20-99-00-009-001	BELLIS THERAPUTIC SPA	33037 GRAND RIVER AVE	180
20-99-00-009-015	INFOMATICS TECHNOLOGIES INC	23629 LIBERTY ST STE 203	40
20-99-00-010-021	SACRED SAGE	32730 GRAND RIVER AVE	1,140
20-99-00-011-027	BASEMENT BURGER BAR	33316 GRAND RIVER AVE	164,240
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	120
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	20,000
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	55,180
20-99-00-014-006	TRUE NORTH CHRISTIAN COUNSELING	33100 GRAND RIVER AVE	20
20-99-00-014-022	LOS TRES AMIGOS	33200 GRAND RIVER AVE	2,720
20-99-00-015-016	M2M TECHNOLOGIES INC	23629 LIBERTY ST STE 202	5,000
20-99-00-015-034	CHEESE LADY, THE	33041 GRAND RIVER AVE	25,000
20-99-00-015-038	ALL ABOUT WOMENS HEALTH	33104 GRAND RIVER AVE	60
20-99-00-015-044	DESIGN SEWING STUDIO	33335 GRAND RIVER AVE	20
20-99-00-015-050	JOHN COWLEY & SONS IRISH TAV	33338 GRAND RIVER AVE	3,520
20-99-00-015-055	RUMI-MEDITERRANEAN PERSIAN	23631 FARMINGTON RD	1,200
20-99-00-016-020	PAGES FOOD & SPIRITS	23621 FARMINGTON RD	2,500
20-99-00-016-034	FREEDOMS LIFESTYLE	33312 GRAND RIVER AVE STE 201	100
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	40
20-99-00-016-039	CIARAMITARO, JOE CFP	33100 GRAND RIVER AVE	40
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	40
20-99-00-017-005	FARMINGTON GARAGE, THE	33014 GRAND RIVER AVE	21,820
20-99-00-017-017	GREAT LAKES ACE HARDWARE	33021 GRAND RIVER AVE	15,640
20-99-00-017-022	FRESH THYME	23300 FARMINGTON RD	44,420
20-99-00-017-041	CITY LIFE REALTY	33608 GRAND RIVER AVE	5,000
20-99-00-018-002	KERRY BLACK PHOTOGRAPHY	33335 GRAND RIVER AVE	120
20-99-00-018-004	S3 INVESTMENTS LLC	33608 GRAND RIVER AVE	40
20-99-00-018-016	LIVE NETWORK INC	32780 GRAND RIVER AVE # 202A	360
20-99-00-019-001	TRILLIUM WELLNESS CENTER	23623 FARMINGTON RD	1,200
20-99-00-019-002	ART ALCOVE, THE	33305 GRAND RIVER AVE	7,000



City of Farmington  
Private Investment - Tax Year 2019

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-019-006	GREAT LOGICS INC	32770 GRAND RIVER AVE # 206B	5,000
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	1,000
20-99-00-019-009	EYECON AMERICA	33110 GRAND RIVER AVE	1,000
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	4,000
20-99-00-019-013	SIZEMORE DESIGN	33335 GRAND RIVER AVE	5,000
20-99-00-019-015	DETROIT MATERIALS	33211 GRAND RIVER AVE	1,000
20-99-00-019-016	BODHI YOGA	33047 GRAND RIVER AVE	10,000
20-99-00-019-026	YUN MASSAGE	33423 GRAND RIVER AVE STE 102	5,000
20-99-00-019-033	PET VALU	23320 FARMINGTON RD	160,640
20-99-00-019-042	SAINT CREATIVE	33335 GRAND RIVER AVE	2,500
20-99-00-019-043	MASTER SALES GROUP	33018 GRAND RIVER AVE	1,000
20-99-00-019-044	RICE ASSOCIATES	33018 GRAND RIVER AVE	1,000
20-99-00-019-045	ROCKING HORSE, THE	33305 GRAND RIVER AVE	2,000
20-99-00-019-049	SAMURAI HIBACHI & SUSHI	32821 GRAND RIVER AVE	150,000
20-99-00-019-051	SIDECAR SLIDER BAR	32720 GRAND RIVER AVE	20,000
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	11,440
20-99-00-910-028	IGRISAN, ROBERT ATTY	33110 GRAND RIVER AVE	40
20-99-00-920-039	JOHNSON REAL ESTATE	33110 GRAND RIVER AVE	180
20-99-00-930-016	FARMINGTON ALTERATIONS	33335 GRAND RIVER AVE	60
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	109,800
20-99-00-960-038	TIP TOP NAILS	23352 FARMINGTON RD	240
20-99-00-990-018	MIDWESTERN DNTL OF FARMINGTON PLLC	32750 GRAND RIVER AVE	2,820
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	22,780
20-99-00-990-028	TINAS CONEY ISLAND	23310 FARMINGTON RD	20,460
<b>Total Private Personal Property:</b>			<b>1,272,620</b>

Total PRIVATE Real/Personal Property: 1,272,620

**City of Farmington  
Private Investment - Tax Year 2020**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
N/A	N/A	N/A	0
<b>Total Private Real Property:</b>			<b>0</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-001-200	CVS PHARMACY #8048	23391 FARMINGTON RD	64,500
20-99-00-003-080	DARRELLS FIRESTONE	23534 FARMINGTON RD	97,360
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	240
20-99-00-004-345	DUBIN OPTOMETRIC CLINIC	23342 FARMINGTON RD	219,840
20-99-00-006-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	3,520
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	420
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	60
20-99-00-008-003	LAZIZ MEDITERANEAN CUISINE	23336 FARMINGTON RD	1,640
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	65,260
20-99-00-011-027	BASEMENT BURGER BAR	33316 GRAND RIVER AVE	3,120
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	100
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	61,840
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	10,840
20-99-00-014-006	TRUE NORTH CHRISTIAN COUNSELING	33100 GRAND RIVER AVE	20
20-99-00-014-022	LOS TRES AMIGOS	33200 GRAND RIVER AVE	1,320
20-99-00-015-038	ALL ABOUT WOMENS HEALTH	33104 GRAND RIVER AVE	60
20-99-00-015-044	DESIGN SEWING STUDIO	33335 GRAND RIVER AVE	20
20-99-00-015-050	JOHN COWLEY & SONS IRISH PUB	33338 GRAND RIVER AVE	2,860
20-99-00-015-051	FARMINGTON BREWING CO	33336 GRAND RIVER AVE	87,160
20-99-00-016-020	PAGES FOOD & SPIRITS	23621 FARMINGTON RD	2,020
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	40
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	40
20-99-00-017-017	GREAT LAKES ACE HARDWARE	33021 GRAND RIVER AVE	12,580
20-99-00-017-022	FRESH THYME	23300 FARMINGTON RD	16,660
20-99-00-017-033	OPTYSUITE LLC	32780 GRAND RIVER AVE # 210A	3,060
20-99-00-018-002	KERRY BLACK PHOTOGRAPHY	33335 GRAND RIVER AVE STE 201	100
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	40
20-99-00-018-016	LIVE NETWORK INC	32780 GRAND RIVER AVE # 202A	300
20-99-00-019-006	GREAT LOGICS INC	32770 GRAND RIVER AVE # 206B	100
20-99-00-019-007	BEAUMONT FAMILY MEDICINE	32754 GRAND RIVER AVE	20,000
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	20
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	80
20-99-00-019-013	SIZEMORE DESIGN	33335 GRAND RIVER AVE	100
20-99-00-019-016	BODHI YOGA	33047 GRAND RIVER AVE	180
20-99-00-019-043	MASTER SALES GROUP	33018 GRAND RIVER AVE	20
20-99-00-019-049	SAMURAI HIBACHI & SUSHI	32821 GRAND RIVER AVE	101,280
20-99-00-019-051	SIDECAR SLIDER BAR	32720 GRAND RIVER AVE	380
20-99-00-020-017	SEAWAY MANUFACTURING LLC	32780 GRAND RIVER AVE # 209A	5,000
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	20,000
20-99-00-020-023	SUPER CUTS	33181 GRAND RIVER AVE	10,000
20-99-00-020-024	NAIL BYTES	32809 GRAND RIVER AVE	30,000

City of Farmington  
Private Investment - Tax Year 2020

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-020-026	DETROIT EATZ	32704 GRAND RIVER AVE	200,000
20-99-00-020-035	SACKLLAH & ASSOC PLLC	23607 FARMINGTON RD	10,000
20-99-00-020-036	MG BEAUTY BAR	33335 GRAND RIVER AVE STE 201	4,000
20-99-00-020-037	FIT FORTE'	23622 FARMINGTON RD	10,000
20-99-00-020-044	REDEEMED LIFE MINISTRIES	33505 STATE ST STE 100	1,000
20-99-00-020-054	RAYMOND JAMES & ASSOC	33100 GRAND RIVER AVE	46,000
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	220
20-99-00-930-016	FARMINGTON ALTERATIONS	33335 GRAND RIVER AVE	60
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	8,420
20-99-00-960-038	TIP TOP NAILS	23352 FARMINGTON RD	200
20-99-00-990-018	MIDWESTERN DNTL OF FARMINGTON PLLC	32750 GRAND RIVER AVE	2,280
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	59,420
Total Private Personal Property:			1,183,780
Total PRIVATE Real/Personal Property:			1,183,780

**City of Farmington  
Private Investment - Tax Year 2021**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
N/A	N/A	N/A	0
<b>Total Private Real Property:</b>			<b>0</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	6,100
20-99-00-015-051	FARMINGTON BREWING CO	33336 GRAND RIVER AVE	71,960
20-99-00-020-026	DETROIT EATZ	32704 GRAND RIVER AVE	175,340
<b>Total Private Personal Property:</b>			<b>253,400</b>
<b>Total PRIVATE Real/Personal Property:</b>			<b>253,400</b>

**City of Farmington  
Private Investment - Tax Year 2022**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-23-27-156-003	XIE ZHENG, LLC	32905 GRAND RIVER AVE	20,420
<b>Total Private Real Property:</b>			<b>20,420</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-001-200	CVS PHARMACY #8048	23391 FARMINGTON RD	5,800
20-99-00-003-080	DARRELLS FIRESTONE	23534 FARMINGTON RD	3,720
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	420
20-99-00-006-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	3,940
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	740
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	12,380
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	180
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	2,440
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	41,020
20-99-00-014-022	LOS TRES AMIGOS	33200 GRAND RIVER AVE	4,440
20-99-00-015-050	JOHN COWLEY & SONS IRISH PUB	33338 GRAND RIVER AVE	5,120
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	80
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	80
20-99-00-017-005	FARMINGTON GARAGE, THE	33014 GRAND RIVER AVE	35,440
20-99-00-017-022	FRESH THYME FARMERS MARKET	23300 FARMINGTON RD	105,780
20-99-00-017-033	OPTYSUITE LLC	32780 GRAND RIVER AVE # 210A	140
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	60
20-99-00-018-026	MURPHY'S EDUCATIONAL	33100 GRAND RIVER AVE	180
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	40
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	140
20-99-00-019-016	BODHI YOGA	33047 GRAND RIVER AVE	340
20-99-00-019-049	KRAZY CRAB, THE	32821 GRAND RIVER AVE	20,700
20-99-00-019-051	SIDECAR SLIDER BAR	32720 GRAND RIVER AVE	3,300
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	5,800
20-99-00-020-023	SUPERCUTS	33181 GRAND RIVER AVE	340
20-99-00-020-036	MG BEAUTY BAR	33425 GRAND RIVER AVE STE 201	140
20-99-00-020-037	FIT FORTE'	23622 FARMINGTON RD	340
20-99-00-020-063	APQ LLC	33023 THOMAS ST	23,540
20-99-00-021-016	KOLOR FLOW ARTISTRY	33505 STATE ST STE 100	40
20-99-00-021-024	ALFIERI HAIR SALON	33045 GRAND RIVER AVE	1,000
20-99-00-021-028	MASA	23310 FARMINGTON RD	1,980
20-99-00-022-019	SIPP	23629 FARMINGTON RD	40,000
20-99-00-022-020	MATHNASIUM	23344 FARMINGTON RD	10,000
20-99-00-022-021	TOLONEN FAMILY PET	23320 FARMINGTON RD	40,000
20-99-00-022-024	E3 MICHIGAN	33505 STATE ST STE 203	2,000
20-99-00-022-025	TBR MATTRESS RESALE	33505 STATE ST STE 103	5,000
20-99-00-022-026	RAHTIQUE BOUTIQUE	33505 STATE ST STE 102	1,000
20-99-00-022-027	ESTHETICS BY TEWANA	33505 STATE ST # 201F	1,000
20-99-00-022-029	YORK EMPOWERMENT GROUP	33505 STATE ST # 201D	1,000
20-99-00-022-034	COMFORT KEEPERS	33312 GRAND RIVER AVE	2,000
20-99-00-022-036	GOOD VYBZ	32758 GRAND RIVER AVE	50,000
20-99-00-022-041	DESIGN SEWING STUDIO	33425 GRAND RIVER AVE STE B-9	2,500
20-99-00-022-042	BEYOND JUICERY	33317 GRAND RIVER AVE	50,000

City of Farmington  
Private Investment - Tax Year 2022

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	400
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	10,020
20-99-00-990-018	REDWOOD DENTAL	32750 GRAND RIVER AVE	4,100
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	32,080
		<b>Total Private Personal Property:</b>	<b>530,760</b>
		<b>Total PRIVATE Real/Personal Property:</b>	<b>551,180</b>

**City of Farmington  
Private Investment - Tax Year 2023**

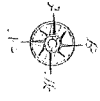
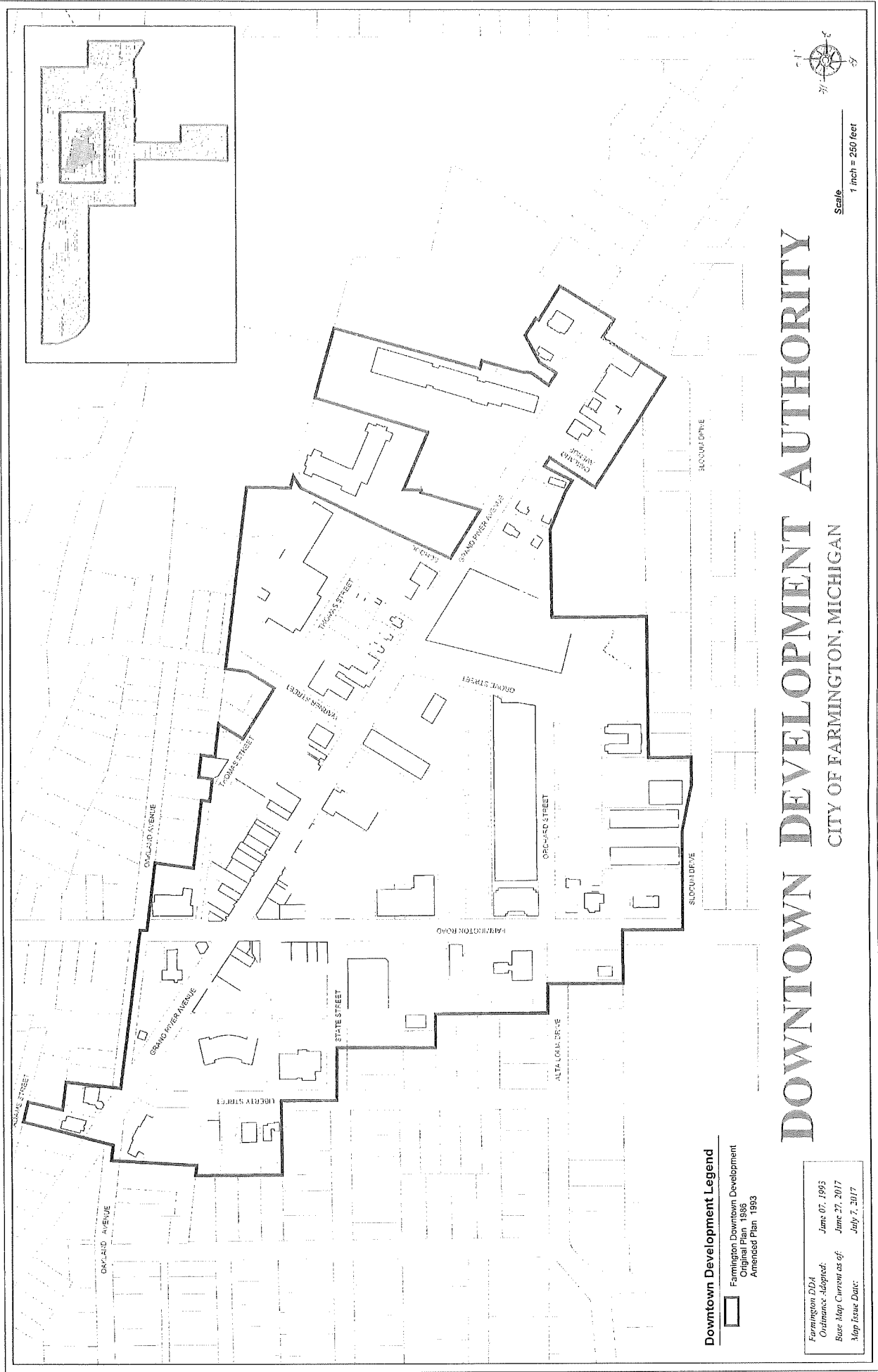
**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-23-27-155-001	DAMKCAT REAL ESTATE HOLDINGS, LLC	33335 GRAND RIVER AVE	557,440
20-23-27-156-003	XIE ZHENG, LLC	32905 GRAND RIVER AVE	256,640
<b>Total Private Real Property:</b>			<b>814,080</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	660
20-99-00-006-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	6,480
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	1,160
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	51,040
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	280
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	3,800
20-99-00-015-038	ALL ABOUT WOMENS HEALTH	23415 FARMINGTON RD	2,500
20-99-00-015-051	FARMINGTON BREWING CO	33336 GRAND RIVER AVE	107,860
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	120
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	120
20-99-00-017-017	GREAT LAKES ACE HARDWARE	33021 GRAND RIVER AVE	6,860
20-99-00-017-022	FRESH THYME FARMERS MARKET	23300 FARMINGTON RD	283,180
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	100
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	60
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	220
20-99-00-019-049	KRAZY CRAB, THE	32821 GRAND RIVER AVE	33,400
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	9,060
20-99-00-021-016	KOLOR FLOW ARTISTRY	33505 STATE ST STE 100	60
20-99-00-021-024	ALFIERI HAIR SALON	33045 GRAND RIVER AVE	1,560
20-99-00-021-028	MASA	23310 FARMINGTON RD	3,100
20-99-00-022-019	SIPP	23629 FARMINGTON RD	2,000
20-99-00-022-020	MATHNASIUM	23344 FARMINGTON RD	500
20-99-00-022-021	TOLONEN FAMILY PET SHOP	23320 FARMINGTON RD	2,000
20-99-00-022-024	E3 MICHIGAN	33505 STATE ST STE 103	100
20-99-00-022-027	ESTHETICS BY TEWANA	33505 STATE ST # 201F	60
20-99-00-022-041	DESIGN SEWING STUDIO	33425 GRAND RIVER AVE STE B-9	120
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	620
20-99-00-023-005	F45 TRAINING	33019 GRAND RIVER AVE	40,000
20-99-00-023-006	VESTALIA HOMES	23352 FARMINGTON RD	25,000
20-99-00-023-007	APOTHECARY ESPRESSO	23366 FARMINGTON RD	20,000
20-99-00-023-008	BIG SALAD, THE	23342 FARMINGTON RD	40,000
20-99-00-990-018	REDWOOD DENTAL	32750 GRAND RIVER AVE	6,420
<b>Total Private Personal Property:</b>			<b>648,440</b>

**Total PRIVATE Real/Personal Property: 1,462,520**



Scale  
1 inch = 250 feet

**Downtown Development Legend**

- Farmington Downtown Development
- Original Plan 1993
- Amended Plan 1998

Farmington DDA	June 07, 1995
Ordinance Adopted:	June 27, 2017
Base Map Current as of:	July 7, 2017
Map Issue Date:	

# DOWNTOWN DEVELOPMENT AUTHORITY

## CITY OF FARMINGTON, MICHIGAN



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: Jan. 16, 2024</b>	<b>Informational</b>
<b>Submitted by:</b> Melissa Andrade, Assistant to the City Manager		
<b>Agenda Topic:</b> Minutes from City's Boards and Commissions		
CIA: December 2023 DDA: December 2023 Historical: October - December meetings canceled Parking: No December meeting Pathways: December 2023 Planning: December 2023 ZBA: January meeting canceled Library: December 2023 Commission on Aging: No December meeting Farmington/Farmington Hills Arts Commission: No December meeting Commission on Children, Youth and Families: November 2023 Emergency Preparedness Committee: November 2023		

**CITY OF FARMINGTON  
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY  
MINUTES  
December 14, 2023**

**CALL TO ORDER**

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:05 a.m. by Secretary Thomas.

Members Present: Acceturra, Carron, Graham, King, O'Dell, Thomas

Members Absent:

Staff: Christiansen

Other: Jennifer Morris (OHM Advisors)

**APPROVAL OF AGENDA**

Motion by Graham, supported by O'Dell to approve the agenda. Motion approved unanimously.

**APPROVAL OF MINUTES**

Motion by Acceturra, supported by Carron to approve the November 9, 2023 minutes. Motion approved unanimously.

**2023-2024 GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY BUDGET AND WORK PLAN PRESENTATION**

Director Christiansen presented and reviewed the current 2023-2024 Grand River Corridor Improvement Budget and the 2022-2023 Work Plan with the CIA Board. The Board discussed and commented on the budgets and the work plan.

**GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY DEVELOPMENT AND TIF PLAN REVIEW**

Jennifer Morris with OHM Advisors reviewed the current Grand River Corridor Improvement Authority Development and TIF Plan with the CIA Board. The Board continued their discussion from their 11/9/23 meeting of the current TIF Plan adopted by the Grand River CIA in 2014 and reviewed the updates to the plan presented by OHM Advisors. No action was taken as this item will continue to be discussed/reviewed at the next CIA Board meeting.

**DISCUSSION OF 2025-2030 CAPITAL IMPROVEMENT PROGRAM**

Director Christiansen reviewed the 2024-2029 City of Farmington Capital Improvement Program with the CIA Board and discussed the 2025-2030 Capital Improvement Program. The Board reviewed the Calendar for Fiscal Year 2025-2030 Capital Improvement Program Process prepared by City Administration with the Board.

Motion by O,Dell supported by Carron to approve Patrick Thomas as the Grand River Corridor Improvement Authority representative on the City of Farmington 2025-2030 Capital Improvement Program Steering Committee and to forward to the City of Farmington 2025-2030 Capital Improvement Program Steering Committee the suggestions/recommendations from the Grand River Corridor Improvement Authority for the 2024-2029 Capital Improvement Program. Motion approved unanimously.

**2024 SCHEDULE OF CIA REGULAR BOARD MEETINGS**

Motion by Thomas supported by Graham to approve the 2024 Schedule of CIA Regular Board Meetings. Motion approved unanimously.

**PUBLIC COMMENT**

None.

**BOARD COMMENT**

None.

**ADJOURNMENT AT 9:28 am**



8:00AM Wednesday, Dec 6, 2023  
City Hall Conference Room  
23600 Liberty Street  
Farmington, MI 48335

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## REGULAR AGENDA

The Meeting was called to order at 8:00pm by Todd Craft.

### 1. Roll Call

Present: Todd Craft, Johnna Balk, Donovan Singleton, Linda Deskins, James McLaughlin, Claire Perko (8:05)

Absent: Chris Halas, Tom Pascaris

Others Present: Kate Knight, Jess Westendorf

### 2. Approval of Consent Agenda

a. Minutes: November 1, 2023 Regular Meeting

b. Minutes: August 31, 2023 DDA Design Committee

c. Accept Heather Lyon Resignation

**Motion by Singleton, second by McLaughlin, to approve the items on the Consent Agenda. Motion passes unanimously.**

### 3. Approval of Regular Agenda

**Motion by Singleton, second by Deskins, to approve the items on the Regular Agenda. Motion passes unanimously.**

### 4. Public Comment

Opened and closed by Craft at 8:01am.

### 5. Financial Update (Audit Final June 2023)

Overview by Knight. Annual report and Quarterly Report.

### 6. Executive Director Update

Heather Lyon has resigned from her position at GLP. We have one open seat that will be posted soon. Welcome to Johnna! Discussion of remaining term lengths. Ladies Night Out was a couple weeks ago with Alexander Steward hosting the Market Pop Up. We were awarded a million-dollar ARPA from Oakland County to share with other Oakland County Downtowns. Meeting with MSOC to discuss shovel ready projects and matching capabilities. MTC will push for January 2024 for approval of two crucial DDA documents necessary to the deal to close.

### 7. Publication of Annual TIF Report

**Motion by McLaughlin, second by Singleton, to authorize the publication of the Fiscal Year 2022-23 Annual Report on the DDA website. Motion passes unanimously.**

### 8. Consideration to approve 2024 Calendar of Events

Overview of event calendar, discussion of procedure, and two additional series:

- Fitness & Wellness programming for Memorial Park with the help of a board member on "Workout Wednesday" nights.
- Live Music Series at Dinan Park for adjacent businesses to support live music and activate new space. Thursday night series.

DDA would provide branding for two new series with logistical support from board members and adjacent businesses.

**MOTION by Perko, SECONDED by Singleton that the Board shall approve the 2024 Events Calendar with the additional of Fitness and Wellness programming at Memorial Park and music series at Dinan Park. Motion passes unanimously.**

**9. Committee Updates:**

**a. Promotions Committee**

Reviewed upcoming waterbill inserts  
Fantastic Ladies Night Out, Downtown Farmington Gift Card BOGO that sold out immediately, Local Gems contest through Oakland County for Small Business Saturday with PR moment coming up 12/13 for the winner that was selected from Farmington, Holly Days with Sparkle in the Syndicate request.

**b. Organization Committee**

No updates

**c. Business Development Committee**

No updates

**d. Design Committee**

Reviewed preliminary rendering for Masons Corner.

**e. Public Art Committee**

None

**10. Other Business**

None

**11. Board Comment**

None

**12. Adjournment**

**Motion to Adjourn by Perko and Seconded by Singleton to adjourn at 9:24am. Motion passes unanimously.**

*Dates of Interest:*

*December 13, Presentation of Oakland County Small Business Local Gem contest winner at Farmington Brewing Company, 2pm*

*December 18, City Council Presentation of Main Street Oakland County/Genisys Grants*

*December 31, Harry Potter and the Bicentennial Skate, Riley Park Ice Rink*

*January 10, 2024, DDA Regular Board Meeting*

*January 25, 2024, Main Street Accreditation, 8:00am-all day*



## FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

MINUTES DRAFT

DECEMBER 13, 2023

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1. CALL TO ORDER

Meeting called to order at 7:09 pm

2. ROLL CALL

Tim Prince, Maria Taylor, Chris Weber, Brent Bartman, Kevin Christiansen, Bill Gessaman, Austin Downie (OHM Advisors)

Absent: Sue Lover, Joe VanDerZanden

3. APPROVAL OF AGENDA

Motion to approve by Brent and supported by Maria, approved unanimously.

4. APPROVAL OF MINUTES

MEETING MINUTES, NOVEMBER 8, 2023

Motion to approve by Brent and supported by Bill, approved unanimously.

5. OLD BUSINESS

a. SPEED LIMITS ON GRAND RIVER

i. Engineer Presentation – Austin Downie with OHM Advisors presented this item to the Committee, including an existing conditions handout. The Committee discussed the current road design and speed limits on Grand River Avenue, particularly in Downtown. Motion by Bill, supported by Maria to recommend that a traffic study be completed on Grand River Avenue from (1) east of Downtown at Power Road, west to School Street, and (2) west of Downtown from Liberty Street to Shiawassee Road, approved unanimously.

b. GILL AND ARUNDEL

i. Engineer Presentation – Austin Downie with OHM Advisors presented this item to the committee, included existing conditions and possible improvements/upgrades. He recommended improvements/upgrades including a new overhead streetlight and possible additional signage (see distributed sign plans). The existing crosswalk is intended to be maintained. No physical changes or traffic signalization/light are proposed. The Committee discussed these recommendations.

c. M-5 OVERPASS

i. Review of Construction Plans Provided by Farmington Hills – Chris updated the Committee on this item. The Committee reviewed plans prepared by Farmington Hills. All improvements shown on the plan will be financed by Farmington Hills. Plan implementation/construction is planned for 2024.

d. SIDEWALK ISSUE AT 34029 GRAND RIVER AND NEAR WARNER MANSION PARKING LOT – Chris and Maria discussed a resident complaint received

regarding this sidewalk. Maria shared pictures she took with the Committee. Chris has spoke with Chuck Eudy. Chuck is currently investigating/reviewing this.

- e. 9 MILE PATHWAY UPDATE– Chris said this project is ready to move forward. Project financing is currently being finalized.
  - i. Next Meeting of Nine Mile Task Force 12/18/23 – Chris to attend.
- f. BIKE PARK, PUMP TRACKS, AND SKATE PARK IDEAS FROM AMERICAN RAMP COMPANY – <https://americanrampcompany.com>
  - i. Any feedback on designs/features – Chris presented the current status of this item to the Committee. He has contacted the contractor. The Committee continued discussion of possible locations for a bike park and the possible level of design/level of user they are interested in. Still considering a possible pump track/bike park. Information/direction from the Committee has been provided to the contractor. Looking at a potential Zoom Video meeting to discuss.
- g. FARMINGTON HILLS MASTER PLAN OPEN HOUSE
  - i. Anyone attend? Any feedback? – Bill attended the open house and participated in conducted planning activities. He provided the Committee with comments/feedback from his participation.
- h. SEMCOG TRANSPORTATION ANALYSIS TOOL TRAINING
  - i. Anyone attend? Any feedback? – No one attended. No feedback.

## 6. NEW BUSINESS

- a. PATHWAYS PRESENTATION TO COUNCIL
  - i. Possible dates: January 15, February 20 – Presentation to City Council will be on 2/23/23. Tim to present. Bill will assist with PowerPoint presentation.
- b. NEW PATHWAYS COMMITTEE MEMBER RECRUITMENT
  - i. Openings posted on City Website and Facebook Page. Need to apply by Friday, December 22 – No new applications submitted/received yet.
- c. ANY NEW CITY CONSTRUCTION PROJECTS?
  - i. Masonic Lodge Plaza Updated Rendering – Chris reviewed the Masonic Lodge Plaza plan with the Committee. The Committee commented on the design and indicated they support the project. Kevin reviewed current construction/development projects with the Committee including: Hillside Townes (Maxfield Training Center), Legion Square (American Legion Hall), The Winery, Castle Dental, Village Shoe, and the Shell Gas Station.
- d. ANY NEW TARGET AREAS? – No new target areas.

## 7. PUBLIC COMMENT

None

## 8. COMMITTEE MEMBER COMMENT

None

## 9. ADJOURNMENT

Adjourned at 8:58 pm

Next meeting: JANUARY 10, 2024

FARMINGTON PLANNING COMMISSION PROCEEDINGS  
23600 Liberty Street  
Farmington, Michigan  
December 11, 2023

Vice Chairperson Perrot called the meeting to order in Council Chambers, 23600 Liberty Street, Farmington, Michigan, at 7:00 p.m. on Monday, December 11, 2023.

**ROLL CALL**

Present: Crutcher, Gray, Kmetzo, Mantey, Perrot, Westendorf  
Absent: Majoros  
A quorum of the Commission was present.

**OTHER OFFICIALS PRESENT:** Director Kevin Christiansen; Recording Secretary Bonnie Murphy, Matt Zalewski, City Attorney, Brian Belesky, Director of Media Specialist, Jennifer Morris, OHM Advisors, Austin Downey, OHM Advisors.

**APPROVAL OF AGENDA**

MOTION by Kmetzo, seconded by Westendorf, to approve the agenda.  
Motion carried, all ayes.

**APPROVAL OF ITEMS ON CONSENT AGENDA**

**A. November 13, 2023 Minutes**

MOTION by Westendorf, seconded by Crutcher, to approve the items on Consent Agenda  
Motion carried, all ayes.

**FINAL SITE PLAN REVIEW – PUD PLANNED UNIT DEVELOPMENT: LEGION SQUARE – CERVI CONSTRUCTION, AMERICAN LEGION HALL, 31775 GRAND RIVER AVENUE**

Vice Chairman Perrot introduced this item and turned it over to staff.

Director Christiansen stated this item is a final PUD site plan review with the Planning Commission on a proposed planned unit development, PUD plan, for the redevelopment for the former American Legion Hall. You might recall at the 2-13-2023 Planning Commission meeting the commission held a preapplication conference which as you know is a discussion and review with the applicant on a proposed PUD concept plan for the redevelopment of the former American Legion Hall. No action was taken at that meeting. At the May 8<sup>th</sup>, 2023 Planning Commission meeting the Commission reviewed the preliminary PUD plan for Legion Square and scheduled the required public hearing. At the July 10, 2023 Planning Commission meeting the Commission held the required public hearing. No action was taken at that meeting. At the August 14, 2023 Planning Commission meeting, the Commission recommended approval of the preliminary



conceptual PUD plan to the City Council. At their October 2, 2023 meeting, City Council approved the preliminary conceptual PUD plan and PUD agreement for Legion Square. The Applicant, Cervi Construction of Livonia, Michigan has submitted a final PUD plan for the redevelopment of the former American Legion Hall. The final site plan includes a conceptual plan, an existing conditions survey of the site, a final PUD site plan, a landscape plan, proposed floor plans and proposed building elevations. Also attached are aerial photos of the site. The following additional information is attached: a final PUD site plan planning review letter from OHM Advisors dated 12-6-23, a final PUD site plan engineering review letter, it's an update from the OHM previous letters and that update is dated 11-30-23. Also, proposed floor plans and colored renderings of the proposed building elevations previously submitted by the Applicant are attached with your staff packet. The Applicant has requested and is here this evening for final PUD site plan approval and will present the final PUD site plan to the Commission. It's a pretty extensive packet, Mr. Chairman, I don't know how much you want to go through this, what I can do is just flip to the final PUD site plan and then turn it back over to you, again, the Applicant is here this evening as well as OHM Advisors and the Applicant's consultant. I'll scroll down and again, this is the final PUD site plan submitted by Cervi Construction, prepared by Green Tech Engineering and this plan that represents all of the work that's been done on this project to date. I'll turn it back over to you, Mr. Chair.

Perrot opened the floor for questions by the Commissioners.

Westendorf stated he would like to get an overview of the changes made in these final plans.

Perrot invited the Applicant to the podium.

Fabio Cervi, Cervi Construction, 12419 Stark Road, Livonia, 48150 came to the podium. He stated thank you Planning Commission for this opportunity to present our final PUD site plan for the Legion Square at 31775 Grand River, the current American Legion building. We feel strongly of this project's benefit as a gateway site to downtown Farmington from the east end while staying in character with the general vicinity. We also believe the only changes related to this project will be positive and improve the character of the area with new structures and new and additional landscaping that will benefit the area as a whole. Since our last meeting, we added additional landscape screenings to the east property line to further buffer the neighbors along with the original 6-foot privacy fence. Also as requested we dedicated the City right-of-way at the rear of the property to maintain a buffer and to continue connectivity of the existing sidewalk at the east end of the property to the west end while preserving the existing trees on site. We also identified a general location to incorporate the existing canon and also to commemorate it with a

plaque detailing the rich history of the site. Finally, since our last meeting we enhanced the north of the Grand River facing elevation to make it appear as more of a front entry elevation as requested. So, this evening we would respectfully ask the Planning Commission to approve our final PUD site plan as supported by the Planning Commission previously, the Grand River Corridor Improvement Authority and the City Council. At this time I'd be happy to answer any questions.

Perrot thanked the Applicant and opened the floor for questions by the Commissioners, starting with a question he had concerning sanitation. Visualize a truck pulls in such as Waste Management, so the side loader grabs the designated can, empties it into the truck and the way this is laid out this is tight already. So, the truck enters in headfirst, goes down one side, makes it to the south end of the property where it T's off, goes in either direction, driver's preference. In each end of those T's, because that's pretty cozy, a garbage truck is pretty big, is there any way to prevent or is there any counter measures to prevent someone from parking there because the thought is I live close to this neighborhood, our trash gets picked up about 7:00 o'clock in the morning so this is going to be an early stop. So, you've got people going to work, possibly people coming home from third shift, is there something to prevent that truck driver from having to back a garbage truck all the way back at each end of those T's.

Cervi replied we were at No Parking signs designated there. At the Orchards site in downtown Farmington, that's the same set-up with a T, and at the end of each T is where the dumpster enclosures are, so what happens is the garbage truck pulls into one, empties it, backs out and then turns and pulls in the other and backs out and they do that on an every day basis or every week basis for the trash. But we will definitely designate No Parking signs there and we expect the neighbors to fully cooperate if they want their trash picked up which I assume they generally do.

Crutcher said just to confirm you're not having dumpsters, you're going to have individual cans within and Cervi replied yes. Crutcher stated at the last meeting there was a lot of input from the community, seeing no one from the community here, were you able to talk with them or did you work things out with them outside of the meeting.

Cervi stated they've had good discussions with the majority of the neighbors there, not all but a vast majority and they came to a better understanding of what we were presenting, I think they were a little scared of what it looked like on paper and the vast majority of them seemed much more content after meeting with them.

Kmetzo asked the Applicant if he had any concerns with the ability to meet all the requirements in the latest version of OHM's review of the site plan and Cervi replied no,

he thinks they're in full compliance right now with the planning and engineering, I don't want to speak for OHM. There's a handful of items that are left to be done as we apply

for permits and go through the formal PUD process, but nothing that we're uncomfortable with at all. She then confirmed it is a 30-unit complex and Cervi said yes.

Westendorf asked should this move forward what is your timeline and Cervi replied we'd like to break ground in spring with completion being sometime in the end of 2025, probably an eighteen-month project.

Crutcher asked if they'd be occupied one at a time and Cervi replied we'll start with two on the Grand River side and they will be occupied during construction of the other two.

Crutched asked for clarification on the Commission's action for this item and Christiansen replied the Planning Commission has responsibility for the final step, which is this step, the final PUD site plan approval, so this is the request by the Applicant for final approval by the Planning Commission of the final PUD site plan for Legion Square.

MOTION by Crutcher, supported by Mantey, to approve the final site plan for the PUD, planned unit development, for Legion Square located at 31775 Grand River Avenue as presented, and per the recommendations from the OHM Advisors in their consulting letters.

Motion carried, all ayes.

**SPECIAL LAND USE PUBLIC HEARING AND SITE PLAN REVIEW – MAMA EATZ BAR, 35223 GRAND RIVER AVENE**

Vice Chairperson Perrot introduced this item and turn it over to staff.

Director Christiansen stated this item is request by the owner of the existing Mama Eatz Restaurant, located in the Drakeshire Plaza at 35223 Grand River Avenue, to repurpose the existing restaurant and to construct and install a bar in the existing restaurant unit. The project plan is to remove some of the existing structures within the existing restaurant building unit and to construct, install a new bar. The facility and site plan improvements require the review and approval of the Planning Commission. The existing commercial property is zoned C-2, community commercial, restaurants with a bar are a special land use in the C-2 community commercial district. A public hearing and site plan review and approval are required. At the November 13, 2023 Planning Commission meeting, the Commission scheduled the required public hearing the special land use site plan review for Mama Eatz Bar for this evening. No changes to the exterior of the existing building unit or to the existing shopping center are proposed. The Applicant has submitted a

special land use application and site plan package for the proposed changes and improvements. Aerial photos of the site are attached with your staff packet. The Applicant is at the meeting this evening and he is here to present the special land use application and site plan to the commission. The purpose of this item this evening is to review this special land use application and submitted plans for Mama Eatz Bar, also to hold the required public Hearing and then to act on the special land use request and site plan as submitted. There is again quite an extensive amount of materials with this staff packet, if you have any questions, I'm happy to answer them and then I'll turn it back over to you. I will put the aerial photos on the screen if that's okay with you, so everybody knows where it's at in the shopping center. There have been no changes, it's the same materials submitted by the Applicant, they were submitted with the special land use application and include the site plan for the improvements on the interior. Again, as I indicated, there are no exterior changes proposed either to the units within the shopping center or the shopping center itself, no changes to the site elements, parking, anything else like that. It is specific to the interior of the building and the reason it's before you is because restaurants with a bar are a special land use and is required by City Ordinance. What you have on screen right now is an aerial photo overview of Drakeshire Plaza, you see the buildings and the horseshoe shape. Mama Eatz Restaurant is located down to the left in the southwest corner of the shopping center property, that's where the location is, none of that is changing. This is the Public Notice sent to property owners within 300-feet as required by State statute and City Ordinance. This is the beginning of the materials submitted that you've seen previous by the Applicant. Then this is the site plan package, the existing demo of the interior and this is the proposed floor plan, so this is the repurpose that's intended and again, the interest of the Applicant is in order for a bar to be established as part of the restaurant. With that, Mr. Chairman, again, I'm happy to answer any questions, I'll turn it back over to you.

Perrot opened the floor for questions for staff.

Crutcher inquired where the space is because according to the documents it's space C and Christiansen replied that is correct. Crutcher stated from the aerials it appears the last space is both B and C and further discussion was held concerning the site plan and Christiansen stated the site plan is accurate, it is space C.

Perrot stated if you're facing the business, the very last unit to the south is the existing restaurant, dining room, kitchen is in the southwest corner, and then the space immediately to the north is like a banquet area, they're looking to occupy the next suite or the next space and Christiansen replied no. Perrot said we're looking at three different units and you're talking about two. Christiansen stated he's doing a demo and then redoing this whole floor unit like you see in your plan and part of that repurpose is adding a bar.

Perrot invited the Applicant to the podium.

Neeleshwar Thakwur, Mama Eatz ,came to the podium. He stated we are changing the banquet area and Christiansen said they are not going into another unit.

Perrot said it's confusing.

Christiansen stated you might recall it was an old grocery store and then a coney island, so there's a whole series of units and that there will be a vacant space existing north of Mama Eatz until you get to the two end cap units.

Crutcher asked if Unit C, is that one space or two spaces and Christiansen replied it's the restaurant and banquet portion that he has right now, we consider it one, the banquet and the restaurant.

Perrot said it's not clear that that one space is two spaces and Christiansen replied it could be from the leasing plan at the time when they were marketing it as separate units but it is one unit.

Crutcher stated the drawing that was presented, the floor plan, that is not the entire space they are using, that is just part of it and the Applicant replied it is just part of it, it's been existing for the last ten years and further discussion was held.

Kmetzo asked the Applicant what made you decide to add a bar to your restaurant and the Applicant replied we want to add more business, and want to add more employees. Kmetzo asked if the bar will be open for lunch and dinner and the Applicant replied we haven't discussed that yet. Kmetzo said the reason I ask if it's for lunch or dinner is because it is in context of the other occupants that are in that same building and I know there are children like Kil's Tae Kwon Do there's lots of children and I don't know if there's any regulation that says there should be no alcohol within a certain distance, I'm not sure of the regulations.

Christiansen replied what the requirement is to get special land use which in this case requires site plan approval but again, there are only changes to the interior but there is no restriction with respect to operations, those kind of elements but of course the Applicant has responsibility with the Michigan Liquor Control Commission and how all that functions and operates, he has to have a valid and approved liquor license that allows him to do what he's interested in doing, that has to be vetted through both the Liquor Control Commission and the oversight that's required by the City with respect to the owner, so all of that has to take place which is another step in the process, but as far as any restrictions, there are no restrictions. Again, there are no changes to the parking area

and because of this there's no required changes because it's not a stand along use, it's in an existing shopping center and restaurant, it's just an element to the restaurant so there is nothing else the owner has to comply with other than what I'm talking about.

Crutcher said there is no increase occupancy or anything.

Christiansen replied there are Building Code requirements and everything with a repurpose, it's not just the construction elements, now you're dealing with everything that relates to this whole interior floor layout from what's proposed in construction. So, all those requirements, Fire Code requirements, Health Department requirements, aside from the Building Code requirements that are necessary, so all of those elements kick in. And when you change it like this there's occupancy and bathrooms, and all that has to be complied with and is required for anything as far as building permits if the special land use is approved and the site plan. So, occupancy, there's a limitation based upon the size of the building and all the other elements that follow the building code.

Crutcher asked about parking requirements and Christiansen replied it's based upon the center and all the permitted uses, so it's not based upon the individual uses and further discussion was held.

Gray asked if there will be outdoor seating in warmer months and the Applicant replied no. Christiansen stated outdoor seating requires its own process and the Applicant would have to come back before the Planning Commission for site plan approval for that.

Vice Chairman Perrot called for a motion to open the Public Hearing.

MOTION by Crutcher, supported by Westendorf, to open the Public Hearing.  
Motion carried, all ayes.

(The Public Hearing opened at 7:40 p.m.)

### **PUBLIC HEARING**

(No public heard)

MOTION by Crutcher, supported by Mantey, to close the Public Hearing.  
Motion carried, all ayes.

(The Public Hearing closed at 7:41 p.m.)

Vice Chairman Perrot opened the floor for a motion.

MOTION by Crutcher, supported by Mantey, to approve the site plan review and special land use request for Mama Eatz Bar, 35223 Grand River, as presented.  
Motion carried, all ayes.

### **DISCUSSION OF 2025/2030 CAPITAL IMPROVEMENT PROGRAM**

Vice Chairman Perrot introduced this item and turned it over to staff.

Director Christiansen stated this item is your consideration of the start of the process for the 2025/2030 City of Farmington Capital Improvement Program. What is on your screen right now and in your packet is a copy as typically has been generated annually and then presented to you of the Capital Improvement Program process for fiscal year 2025/2030 and it lays out the timeline, the schedule, for the update to the City of Farmington Capital Improvement Program. So you can see that this process typically kicks off in the mid/late fall and then goes through the fall and winter and as you're aware into the spring to then be completed in preparation for the City's consideration annually of the City of Farmington's budget. So, this is the schedule and as you can see here that if you go to the green, the green is Planning Commission, and here we are this evening in green, we're going to talk about the current CIP, the 2024/2029, and discuss any concerns or any items that you have any interest in the current Capital Improvement Program. The other thing we need to do this evening is to formally appoint a representative from the Planning Commission as you do annually to the Capital Improvement Program's Steering Committee. The Steering Committee actually meets starting in January, they usually meet a couple times and they are comprised of representatives of the City's Boards and Commissions, the City Council, City Management, Administrative Staff, and what the Committee does is to review the current Capital Improvement Program, take any comments, issues, any recommendations from the individual Boards and Commissions and the representatives from those Boards, Commissions, Committees, being there as part of the Steering Committee and then prepare a new draft which is the 2025/2030. That draft will then come back to you, if you look here, you go down to March 11<sup>th</sup>, the draft will be prepared for to have it before you as a draft in March. At that meeting we'll take a look at the draft as we typically annually do, any comments, concerns, items that you want to have addressed in the draft, and you'll schedule then or the request then is to schedule the required Public Hearing for the Capital Improvement Program and that will be in April, which is typical. And then at the Public Hearing or after the Public Hearing is held, the responsibility for approving the annual Capital Improvement Program, rests with the Planning Commission. And it rests with you statutorily under the Michigan Planning Enabling Act with respect to Master Plans, because it's part of the City Master Plan process, so you as a Commission are charged with the Master Plan and in that same

statute the Capital Improvement Program which really is a tool to help implement the Master Plan. So that's the schedule, the layout, again typical, and you then act on the CIP and forward it on to City Council for their consideration as well. The City as whole, all of their various projects and the capital outlay necessary for equipment, etc., is all within the Capital Improvement. So, it's a very important tool, a very useful tool, it's six years in duration but it's annual. So, every year one year falls off and the next year gets added to it, so that's kind of how that works.

So, if you page down, what is on screen right now is the current Capital Improvement Program, fiscal year 2024/2029. So, the six-year plan, 2024/2029 is what you considered, held a public hearing for and acted on at this time last year. I don't necessarily think we have to go through the whole thing unless there are things you want to highlight, I think everybody has had a lot of experience with this tool, I know that Commissioner Gray now has his first brush with this Capital Improvement Program. This year's consideration for the update and the 2025/2030, but this is a tool that provides you overview of all the capital improvement projects, all of the equipment that then is identified here over a certain value threshold, that then is identified, prioritized, it is time lined and then there is an estimated cost that goes with this. And it covers these items here, this is the Executive Summary. The largest portion of this in this six-year program for 2024/2029, 104 projects, a total value of almost 50 million dollars, broken down by year and you can see the largest portion of this program for funding needed identified is vehicles and equipment, so that's a capital need, then you see infrastructure, roads, sidewalks, water and sewer, drains, then you see facilities, buildings and grounds, land acquisition, then we get into operational elements, recreation and culture, and then back to physical facilities, parking lots, and these are all public items. So, this is the pie that kind of reflects that, most of you certainly have a lot of experience with this. You know that we use the tools that are in place, part of the Master Plan program for the City that help us then identify what's necessary in this implementation tool. So what's used to generate the CIP is the City of Farmington Master Plan, the Recreation Master Plan, the Farmington Vision Plan, the Downtown Area Plan, the Grand River Corridor Vision Plan, the Orchard Lake and Ten Mile Roads design plan, the Rouge River Nature Trail Project, and the Downtown Master Plan, all those tools are resources that help this program be developed. And then those program areas are focused on this document, the ones I mentioned, those buildings and grounds, the infrastructure drains, roads, sidewalks, water, sewer and the other elements I mentioned, too, land acquisition and redevelopment, recreation and culture as well. So, this tool then breaks everything down by section and I don't know if you want to get into all of that or if you have specific questions. But the whole purpose of this this evening is if you have particular areas of interest or concern, questions on a particular item, now is the time to talk about it. If there's something you don't feel is reflected in this past year's CIP that you think should be considered in this next cycle, you should talk about it and



then the other element this evening is to appoint a representative to the Steering Committee.

Vice Chairman Perrot stated his understanding is that Steve Majoros is willing and able to throw his hat back in the ring and represent the Planning Commission and Christiansen confirmed that. He then opened the floor for a motion.

MOTION by Westendorf, seconded by Crutcher, to appoint Commissioner Steve Majoros as the representative of the Planning Commission, to the 2025/2030 Capital Improvement Steering Committee.

Motion carried, all ayes.

Perrot asked if there were any questions by the Commissioners and further discussion was held.

#### **2024 SCHEDULE OF PLANNING COMMISSION MEETINGS**

Vice Chairman Perrot introduced this item and turned it over to staff.

Christiansen presented the calendar of Planning Commission meetings for the 2024 year.

MOTION by Crutcher, supported by Kmetzo, to approve the 2024 schedule of Planning Commission meetings.

Motion carried, all ayes.

#### **UPDATE – CURRENT DEVELOPMENT PROJECTS**

Director Christiansen acknowledged and welcomed City Attorney Matt Zalewski to the meeting.

Director Christiansen stated that this agenda item affords the commission an opportunity to ask any questions they might have about development or for an update of existing projects that are moving forward. He then went over the current projects and their progress thus far.

#### **PUBLIC COMMENT**

None heard.

**PLANNING COMMISSION COMMENT**

Kmetzo wished everybody happy holidays and New Year.

**ADJOURNMENT**

MOTION by Crutcher, supported by Westendorf, to adjourn the meeting.  
Motion carried, all ayes.

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

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Secretary

**a**

# Farmington Community Library Board of Trustees

## Board Meeting - 6:00 p.m. – December 14, 2023

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Board Members Present: Murphy, Brown, White, McClellan, Hahn, Muthukuda, Snodgrass

Board Members Absent: Doby

Staff Members Present: Siegrist, Showich-Gallup, Peterson, Baker, McCormick

Staff Members Absent: None

### **CALL TO ORDER**

The Regular Board Meeting was called to order at 6:01 by President Ernie McClellan..

### **APPROVAL OF AGENDA**

**MOTION** by Brown to approve the Agenda for the December 14, 2023 Board meeting with the changing of “Approval of November 2023 Bills” to “Financial Reports” was supported by Murphy.

**Vote: Aye: All in favor (7-0)**

**Opposed: None**

**Motion passed.**

### **APPROVAL OF MINUTES**

**MOTION** by White to approve the Minutes of the Regular Board Meeting held on November 9, 2023, was supported by Brown.

**Vote: Aye: McClellan, Murphy, Muthukuda, Snodgrass, Brown, White**

**Opposed: None**

**Abstain: Hahn**

**Motion passed.**

### **TREASURER’S REPORT** (K. Brown)

**MOTION** by Brown to approve November expenditures totaling \$293,846.54 was supported by White.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

**MOTION** by Brown to receive and file November 2023 financial reports was supported by Murphy.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

### **FRIENDS’ REPORT** (K. Siegrist on behalf of S. Charlebois)

- Reminder to all to renew memberships.

### **LIBRARY DIRECTOR’S REPORT** (K. Siegrist)

- City of Farmington Hills has chosen a different Blue Cross health plan for city employees. FCL staff are also covered under the same plan.
- Per the Michigan Municipal League, FCL continues to reduce liability costs.

- 
- Large fire door / wall has passed final inspection.
  - The new Automatic Materials Handling system is in operation.
  - FCL will be a location for gaining access to Narcan. Dispensers will be placed on property at both locations by the Emergency Preparedness Commission.

**Server Replacement** (P. McCormick)

- Bids to replace server equipment damaged in August power outage have been received. Recommendation is to accept bid from Elevate Technology.

**Facilities Update** (J. Baker)

- Elevator work at Twelve Mile is being completed.

**UNFINISHED BUSINESS**

Michigan Class

- no motion

Defined Contribution Waiting Period

- no motion. Personnel Committee will study.

**SUBCOMMITTEE UPDATES**

Personnel - none

Master Plan - meeting postponed till January

**NEW BUSINESS**

Server Replacement

**MOTION** by Murphy to accept the bid from Elevate Technology for \$33,405 was supported by Brown.

**Vote: Aye: McClellan, Murphy, Brown, Snodgrass, Muthukuda, White**

**Opposed: Hahn**

**Motion passed.**

Millage Discussion

**MOTION** by White to place millage issue (language as yet undetermined) on November, 2024, ballot was supported by Murphy.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

**CORRESPONDENCE**

None

**PUBLIC COMMENT**

M. Leadham, Farmington Hills - loves staff and appreciates wifi hotspots.

**TRUSTEE COMMENT**

None

**ADJOURNMENT**

The Board meeting was adjourned by President McClellan at 7:32 pm. The next meeting of the Library Board is scheduled for Thursday, January 11, at 6:00 pm.

Respectfully Submitted,

Jim White, Secretary  
Library Board of Trustees

MINUTES  
FARMINGTON/FARMINGTON HILLS  
COMMISSION ON CHILDREN, YOUTH and FAMILIES  
November 2, 2023  
Community Room, Farmington Hills City Hall,  
31555 W. Eleven Mile Rd., Farmington Hills, MI 48336

- 1) Call to Order 6:00 pm.

The meeting was called to order by Sharon Snodgrass at 6:00 p.m.

Members Present: Tammy Luty, Rod Wallace, Tanya Nordhaus, Sharon Snodgrass, Jordan Scrimger, Marie Sarnacki, Brian Spitsbergen, Ashley Gabb, Adam Whitfield

Members Absent:, Colleen Coogan, Alisa Valden

Others Present: Douglas Edwards, Andy Radze, Kristel Sexton, Matt Gale

- 2) Approval of Agenda

Rod Wallace approved the agenda, Brian Spitsbergen seconded, and the motion was carried unanimously.

- 3) Approval of October 5, 2023 Minutes

Rod Wallace approved, and Brian Spitsbergen seconded, motion carried unanimously.

- 4) Youth Division Update

The after-school program currently has 264 students enrolled. Transportation currently has one driver out, so they are working with the senior division Smart Bus program to help get students to the center. The open house was successful in getting some extra registrations for the program. Six families did a tour of the center during the open house/game night. They have found that E-sports is not as popular with the students, but the students are really enjoying the different programming.

- 5) Issues Committee Update

Jordan presented the resolution to consider Worlds Children Day. She reviewed the resolution and requested that we take a vote to support the resolution and then she would work with the City of Farmington and the City of Farmington Hills to get it added to the council agenda or if that doesn't work would present it in public comments at a meeting. Jordan read the resolution to approve. Rod voted to move forward with the resolution to the two cities. He stated that the resolution was very well done. Marie seconded the motion and agreed that it was very well written. The resolution was approved with a few oxford comma fixes suggested.

Tammy gave an update on game night. Most of the participants were after-school program

students but we did have some others. Communication and getting the word out about the event was a struggle but the people that attended enjoyed the event. This will not be an annual event as this was an event; we added this year to use our extra funds at the end of the year and provide something to the after school program students for ongoing use. The youth center really appreciated the games. We used white sheets to gather feedback and Jordan shared the information from these forms. Kids wrote positive comments about game night and shared a couple of ideas they would like to see happen in the community. We may use this process of white sheets for career night event this year as well as it would save us time and money of buying folders, logo stickers and making copies of paper surveys and stuffing them before the event. Seeing all comments on one page and taking a picture gives us a better reference to go back to.

We also discussed the need for the CYF to update the logo. Our logo is very outdated, and we discussed how nice it would be to have commission apparel to wear when we are hosting and representing our commission at events. Matt said members could send him ideas.

Tammy mentioned the self-care assessment she handed out as just something that as we talk about mental health on this commission often it was something she came across and wanted to share with members. As we enter the holidays and the end of the year it is good to sometimes take and make sure you are taking care of yourself. A digital copy will be shared in the email for anyone that wants to share with others.

Sharon discussed that January topic will be elections of the chair, vice-chair, and secretary of the commission.

## 7) New Business and Announcements

Andy Radze – Gave information about the Farmington Hills police department and Chief King participating in a domestic violence presentation in Southfield coming up on November 8th. They are also doing the holiday shop with a hero program.

Kristal Sexton – They have a program on election day for kids with the Black Brown Theater at 2 p.m. so students have a place to go with school out. Also, the Books-n-Bites Teen Book Club will be coming up in November and December. They have started planning for MLK day with the theme of Creating Peace. Students will be submitting projects on how they interpret the theme and how they want to create peace in our community. In February she will be transitioning from the liaison position to one of the teen librarians as most of our focus seems to be this age group.

Matt Gale – They city has a Native American Heritage Event on November 16<sup>th</sup>.

Doug Edwards – They recently held a Halloween at the Y event with over 200 people there. The next event they have planned is November 17<sup>th</sup> for Veterans Day. Everyone is welcome to this event as a salute to our veterans. They are also participating in Fresh Baskets program on November 18<sup>th</sup> to help needy families.

Tammy Luty – Tammy mentioned that she attended a meeting with a new company EcoSTEM that is looking to do more work and classes with youth. They have a robot coding program

where students code remotely and then connects to robots or drones at a Pontiac lab and can see how their coding impacts the robot/drone. They had already been in touch with Kristal at the Farmington library but based on discussion the timing didn't work out for currently doing a free program. Might be something that could be done in an after-school program where parents pay extra to do this program. If Tammy gets more information, she will pass it on.

Jordan Scrimger – Mentioned that this weekend was the last Farmington Farmers Market and reminder about election next Tuesday. Also, that we will not have a regular meeting in December but can host a issues meeting if needed.

8) Public Comments

None

9) Adjournment

7:00 pm.

Marie Sarnacki, motioned to adjourn, and Brian Spitsbergen seconded, motion carried unanimously at 6:39 p.m.

All other meetings will start at 6 p.m. in the Community Room, Farmington Hills City Hall.

January 4, 2024  
April 4, 2024

February 1, 2024  
May 2, 2024

March 7, 2024  
June 6, 2024

Minutes drafted by: Secretary Tammy Luty

**MEETING MINUTES**  
**FARMINGTON / FARMINGTON HILLS EMERGENCY PREPAREDNESS COMMISSION**  
**NOVEMBER 6, 2023**  
**FARMINGTON HILLS CITY HALL – COMMUNITY ROOM**  
**31555 W. 11 MILE RD.**  
**FARMINGTON HILLS, MI 48336**

**CALLED TO ORDER BY:** CHAIR AVIE AT 5:00 PM

**MEMBERS PRESENT:** SWEENEY, AVIE, SLOAN, HOPFE, SCHERTEL, IGWE, SIEGRIST, ECHOLS, WECKER

**MEMEBRS ABSENT:** WILLIAMS, CIARAMITARO

**OTHERS PRESENT:** Houhanisin (FPS), Yuskowatz (YMCA), Pankow (FHFD)

**CITIZENS PRESENT:** Brian Tyler, Jonathon James,

**APPROVAL OF AGENDA:**

Motion by Sweeney, support by Wecker, to approve the agenda as submitted.  
Motion carried unanimously.

**APPROVAL OF MINUTES:**

Motion by Sweeney, support by Schertel, to approve August 7, 2023 meeting minutes as submitted.  
Motion carried unanimously.

**BUDGET ITEMS:**

- No change in budget - \$2,500 on the books
- Need to purchase shirts for Sweeney, Echols
- Need to purchase an EPC sign with logo for events – discussion on a tag line for the sign. “Helping you prepare”

**UNFINISHED BUSINESS:**

- City Wide Open House – Wrap up: Good turnout for open house. Provided approx. 50 handouts. Sold one Stop the Bleed kit. Discussion on how to protect items on the table that are not for people to take since a few items went missing.

**NEW BUSINESS:**

- Narcan distribution initiative – D. Wecker made a motion for the EPC to place narcan distribution boxes in Farmington and Farmington Hills public building, Schertel seconded the motion. Discussion: FHFD has already been handing out narcan along with the Alliance of Coalitions for Healthy Communities. Wecker is looking for the EPC to support the initiative. If approved, he will begin discussing placement with the various locations (police stations, fire stations, library, The Hawk, Costick Center, etc.) Members approved the initiative unanimously.



- Discuss 2024 meeting dates – January 8, March 4, May 6, June 3, July 1, August 5, November 4
- Light up the Grand – Saturday, December 3 at 5:30pm. Avie is looking for volunteers to assist in operations.
- Nominations for 2024 positions – election held at January meeting. Schertel nominated D. Wecker for Chair, Wecker accepts the nomination. Schertel nominated Siegrist for vice chair, Siegrist accepts the nomination. Siegrist nominated Schertel for vice chair, Schertel accepts the nomination. Hopfe nominates Echols for secretary, Echols accepts the nomination. Sweeney thanked Chair Avie for his service as Chair for the past few years. Chair Avie is term limited this year.
- Echols will create 2024 tip of the months, create a sign up genius for 2024 city council meetings, and email out to members.

**COMMITTEE REPORTS:** (none)

**LIAISON REPORTS:**

- **YMCA (Yuskowatz)** – The Y is starting this year’s community campaign – they are a nonprofit 501c3 and need charitable donations in order to keep operating. Trunk or treat was successful the weekend before Halloween. CEO of Metro Detroit YMCA stepped down after 45 years and the new CEO, Parrish Underwood, has started and used to work at the Farmington Hills location.
- **FPS (Houhanisin)** – in the process of training a new hire – starting the police academy today. Still in need of 1 member. Light up the Grand preparation meeting coming up.
- **FHFD (Pankow)** – trying to hire 3 or 4 more spots. Redistricting the fire station lines to more evenly distribute calls. New facilities going up in the City.

**PUBLIC COMMENT:** (none)

**COMMISSIONER COMMENTS:**

**NEXT MEETING DATE:**

It was confirmed that the next meeting date is on Monday, January 8, 2024 in a room TBD.

**ADJOURNMENT:**

Chair Avie adjourned the meeting at 6:09 pm.

*Minutes taken by Secretary Echols*