



Regular City Council Meeting  
7:00 p.m., Monday, December 16, 2019  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

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## REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
  - A. **Accept the City of Farmington Board & Commission Minutes**
  - B. **City Council Minutes**
  - C. **Farmington Quarterly Investment Report - 06/30/19**
  - D. **Farmington Quarterly Financial Report - 06/30/19**
  - E. **Farmington Quarterly Financial Report Court - 06/30/19**
  - F. **Farmington Monthly Payments Report**
  - G. **Farmington Public Safety Monthly Report**
  - H. **Board of Review Vacancy**
  - I. **Consideration to approve 1-year extension of Intergovernmental Agreement between the City and the DDA**
  - J. **DDA Board resignation**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
  - A. **Special Event Application: Optimist Run/Walk for Childhood Health & Wellness**
  - B. **Plante & Moran Annual City Audit**
7. **NEW BUSINESS**
  - A. **Approve the introduction of an Ordinance to Amend the City of Farmington Code of Ordinances, Chapter 14, "Fire Prevention and Protection," Article II, "Fire Prevention Code," in Order to Adopt and Incorporate the 2015 International Fire Code**
  - B. **Consideration to adopt Notice of Intent and Reimbursement Resolution for 2020 Capital Improvement Bonds to Finance Sewer and Road Improvement Projects**
  - C. **Consideration to adopt resolution authorizing acceptance of payment by Financial Transaction Devices for all payments**
  - D. **Consideration to approve at-large special assessment for improvements to the US-16 Drain**
  - E. **Consideration to adopt resolution recommending approval of a Redevelopment Liquor License for La Masa**

- F. Consideration to authorize submittal of documentation for Redevelopment Liquor License for La Masa, LLC**
- G. Consideration to approve Payment for Meter Replacement Program**
- H. Consideration to approve sale of retired sewer cleaning equipment (Vactor)**

**8. PUBLIC COMMENT**

**9. DEPARTMENT COMMENT**

**10. CITY COUNCIL COMMENTS**

**11. ADJOURNMENT**

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2019</b>	<b>Item Number 4A</b>
<b>Submitted by: Melissa Andrade</b>		
<b><u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions</b>		
CIA: November 2019 DDA: November 2019 Historical: December meeting canceled Parking: October 2019 Planning: November 2019 ZBA: September 2019 Library: October 2019 Farmington/Farmington Hills Arts Commission: October 2019 Commission on Children, Youth and Families: November meeting not yet posted Emergency Preparedness Committee: November meeting not yet posted		

**CITY OF FARMINGTON  
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY  
MINUTES  
September 12, 2019**

**CALL TO ORDER**

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:10 a.m. by Economic and Community Development Director Christiansen.

Members Present: Accettura, Bowman, Carron, Graham, O'Dell, Thomas  
Members Absent: King  
Staff: Christiansen

**APPROVAL OF AGENDA**

Motion by Graham, supported by Thomas to approve the agenda. Motion approved unanimously.

**APPROVAL OF MINUTES**

A. Motion by Accettura, supported by O'Dell to approve the August 8, 2019 minutes. Motion approved unanimously.

**SITE PLAN REVIEW FOR PROPOSED MULTIPLE FAMILY RESIDENTIAL – LEO SOAVE, 32057 GRAND RIVER AVENUE**

Christiansen introduced the proposed/revised site plan and reviewed the existing site, the Grand River CIA Vision Plan, the Grand River Overlay District and the proposed multiple family residential plan with the Board. Mark Fredrick, Architect with Mark Fredrick Design, representing Leo Soave, reviewed and discussed the proposed site plan with the Board and answered questions. The CIA Board recommended approval of the revised site plan as proposed and forwarded it to the Planning Commission for their review and consideration.

**CONTINUED DISCUSSION OF UPDATE TO GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY 2013 VISION PLAN**

Christiansen continued the review and discussion of the Grand River Corridor Improvement Authority 2013 Vision Plan with the Board. The Board provided comments regarding the proposed future land use plan and potential redevelopment sites/opportunities throughout the Grand River corridor. Discussion will continue with joint Boards at the October 24<sup>th</sup> meeting.

**PUBLIC COMMENT**

None.

**BOARD COMMENT**

The CIA Board discussed the current status of several ongoing development projects in the city, including Blue Hat Coffee. The CIA Board also briefly discussed October's meeting agenda and the scheduled Joint Boards meeting on October 24<sup>th</sup>.

**ADJOURNED AT 8:50 a.m.**





**Monday, November, 4 2019 Farmington City Hall**

**The November 4th meeting was called to order by Todd Craft at 6:04 p.m.**

## **1. REGULAR AGENDA**

### **1. Roll Call**

Present: Todd Craft, Kathy Griswold, Stephanie Clement, Rachel Gallagher, Sean Murphy

Absent: Tom Pascaris, Micki Skryzcki, Tom Buck, Steve Schneemann,

Others Present: Kate Knight, Jessica Westendorf

### **2. Approval of Items on Consent Agenda**

**a. Financial Report**

**b. Minutes: October 2, 2019 DDA Regular Meeting**

**c. Minutes: October 15, 2019 DDA Special Meeting**

**Motion to approve items on the consent agenda**

**Result:** Approved [Unanimous]

**Moved:** Gallagher

**Seconded:** Griswold

### **3. Approval of Regular Agenda**

**Motion to approve items on the regular agenda**

**Result:** Approved [Unanimous]

**Moved:** Gallagher

**Seconded:** Clement

### **4. Public Comment**

Opened and closed at 6:05

### **5. Financial Snapshot**

Overview of financial snapshot by Knight: July, August and September review.

Craft: Question regarding timing of payout on Oakland. Knight: Confirmed it's not closed out yet, but very close. Saved quite a bit by bidding it out locally.

No other questions.

### **6. Executive Director Update, Overview by Knight**

- TAP Grant submitted, large undertaking. Almost 100 pages of support documentation. Have absolute minimum match on DDA's Part. Applied for 1.5M dollars, which would equate to 250K less for DDA and City each.
  - Craft: Job well done, Kate.



Monday, November, 4 2019 Farmington City Hall

- Bond reissuing- Saved over \$150K in bonds which will realize \$11K annually.
- Harvest Moon- profit up significantly with additional night. Can cover more than the cost of Rhythms in Riley Park Concert Series sponsorship.
- LED conversion- evaluating test at Dress Barn.
- City and DDA hosted developer and broker luncheon in October. Prospective buyer and seller for Village mall were both present.
- Oakland Street reconstruction and streetscape is nearly complete. Looks like we are holding off on plant material until next spring. Road will be paved and parking will be activated for the holiday season!
- Craft and Knight are attending the Michigan Downtown Conference this week.

## 7. Oakland Street Planting Bid Award Ratification

- Reviewed bid packet. Willson Swykert was the lowest Bid.

**Motion to authorize the Executive Director to award and administer Oakland Street Planting Project to vendor Willson Swykert for an amount not to exceed \$20,328.65.**

**Result:** Approved [Unanimous]

**Moved:** Murphy

**Seconded:** Gallagher

## 8. Rhythms in Riley Park Funding

**Motion to allocate \$12,500 from the 2019 Harvest Moon Proceeds to reimburse the Rhythms in Riley Park 2019 Concert Series, GL 248-766.00654.100.**

Clarification: Gallagher requested clarification regarding other Fall programming.

**Result:** Approved [Unanimous]

**Moved:** Griswold

**Seconded:** Clement

## 9. Harvest Moon Financial Summary

Reviewed financial summary of almost 100% growth in profit.

Griswold: Question regarding food vendors showing negative growth. Westendorf: Tracking down a couple food trucks that still need to pay the bill, which will bring the food vendor revenues to flat.

Discussion of options to use the remaining \$5K in profits from Harvest Moon.

- Fall activity programming at Riley Park with bonfires.
- Other October programming- i.e., taking inspiration from Skeletons are Alive in Northville. Considering "Raven Fest", or a scarecrows type option. Knight suggested: Raven Fest- "Poe's The Raven", etc.



Monday, November, 4 2019 Farmington City Hall

- Bill's Beer Garden Idea- How to incorporate this type of beer garden during Rhythms in Riley Park on Friday night. Pop up bar on chiller pad. Plan three pop-ups during this concert series. FBC is interested in running the beer garden during select evenings. Discussion of how many liquor licenses we can get. Goal to keep it a family friendly event.
- Beer garden pop up near Hershey's building. Board is in favor of taking over that lease if the opportunity arises.
- Pop up Restaurant- Craft suggested Frame in Hazel Park as inspiration
- Plan to brainstorm on "S'mores and Bonfires October" programming.

**Motion to have three pop up beer garden events during Rhythms in Riley Park, one in June, July, and August. Dates to be announced.**

**Result:** Approved [Unanimous]

**Moved:** Gallagher

**Seconded:** Griswold

#### 10. Executive Director Annual Evaluation

- Knight recused herself.
- Craft: Overview of meeting with Schneemann, Craft, and Knight last week. Had Knight do a self-evaluation prior to meeting. Craft shared with the board. Discussion ensued; review was positive. Evaluation will go to record.

#### 11. Executive Director Contract Clarification

Craft overview: creating a motion to confirm what we thought we had done already, moving the DDA to an autonomous position.

Revenues are up, we are able to move to a more autonomous relationship with the City, despite having a great working relationship with them.

**Motion to approve that the Executive Director contract align compensation eligibility with contract language identical to non-union City employees, as of July 1, 2019.**

**Result:** Approved [Unanimous]

**Moved:** Griswold

**Seconded:** Gallagher

**Motion to approve the DDA contract for Kate Knight as Executive Director, and to continue the same pay and benefits as currently offered through City of Farmington employee structure**

**Result:** Approved [Unanimous]

**Moved:** Clement

**Seconded:** Griswold

Knight returned.

#### 12. Committee Updates:

- **Design Committee-**
  - Has not met. Will plan to meet in December. Getting businesses to apply for the façade improvement grant. Met with Ron Campbell, Main Street Oakland



Monday, November, 4 2019 Farmington City Hall

County preservation architect, regarding the Vines building. Planning to do the building first thing in spring to roll right into a mural project.

- Compelling drawings for the Farmington Savings Bank building. Many items that could be considered as modernization of the building. Not just a restoration, but a renovation.
- **Public Art Committee-**
  - Craft: No meeting this month. Not much to share on the public art front. Cathi Waun has applied for a grant from GMAR to buy the big blue dog. 7ft tall in Douglas. Very engaging- lots of people approaching for selfies.
  - Craft: Mural is done- There are lovers and haters. Discussion- Gallagher does not like it.
- **Promotions Committee-**
  - Meeting tomorrow morning- so no updates.
  - Discussion of Metromode funding:
    - Out of money to allocate to Metromode. This has been a very successful run- more than a calendar of events for the year. Hope was that we would qualify for MEDC funding by being redevelopment ready to put funding towards this.
    - Great coverage of VegFest, hoped they will come back, and the festival confirmed via facebook that they are coming back.
    - Is this worth the cost of the article to have VegFest come back to town? Yes.
    - Love the content, but we were assured by vendor that we would have coalition funding.
    - Griswold: fantastic articles, a great run. Is it worth some of the articles, yes. Is it worth some of the others, no.
    - Gallagher: Suggested that we have other people write articles, or volunteer, and host on our website.
    - Craft: There have been a couple articles that were published about content that we don't feel support the downtown.
    - Knight: Part of the fee is the reach that Metromode has. ie the Design Discussion was picked up by MEDC and pushed to their platform.
    - Craft: We have over 30 stories—a lot of content that can be reposted. Goal was to rise to a new level and reach and push the word farther.
    - Gallagher: Discussion of sponsorship potential.
    - Knight: Will review again in January to see how we want to budget it for 2020. Consider an ala cart option.

### 13. Other Business

- Gallagher:
  - Update on parking enforcement. Michael has been very successful at pushing violators out. New cameras that cover all the lots and around the pavilion, and we can monitor parking issues. Let us know if there are parking concerns or walkability issues we need to monitor.
  - Photo of map kiosk, and Craft confirmed it does get traffic- would like to have a map.
  - Discussion of Kiosk Map:
    - Griswold- a map or something that can be scanned to view an app with the current list of business.



Monday, November, 4 2019 Farmington City Hall

- Knight- 3 kiosks, should they all be the same, or different?
- Griswold- opinion that all three kiosks should be the same.
- Clement- agrees for ease of replacing that Kiosk should be the same.
- Gallagher- include parking map with 3hr, 2hr, etc times.
- Knight- meeting with Salem church scheduled
- Discussion of jaywalking on Farmington Road near Merle Norman and Jill's Pharmacy.
- Discussion of Blue Hat timeline— November 1<sup>st</sup> deadline pushed to December 1<sup>st</sup>. Good news that they are restoring a historic building that has never been on the tax roll before.
- Clement- Unfortunately it is time to resign. Official closing date of DressBarn is December 26<sup>th</sup>. I don't want to hold my seat forever. This has been good, quite the experience in the last 4 or 5 years. It's been fun to be involved.
- Craft- Offer to have Stephanie stay on another month.
- Discussion of construction going on behind CVS.

#### 14. Board Comment

- Board all agrees that they will miss Stephanie!
- Craft: Excited that the board unanimously approved contract for Executive Director and alignment with city employees. Appreciates that the board supports Knight and her work.
- No additional comments

#### 15. Adjournment

##### Motion to adjourn.

**Result:** Approved [Unanimous]

**Moved:** Gallagher

**Seconded:** Griswold

Meeting Minutes  
Farmington Parking Advisory Committee  
October 16, 2019

Attendees

Bill Galvin <bgalving@farmgov.com>  
Kenneth Crutcher <crutcherk@crutcherstudio.com>,  
Frank Demers <FDemers@farmgov.com>  
Joe Mantey <cheeseladyfarmington@gmail.com>  
Rachel Gallagher <rachelegallagher@aol.com>  
Kevin C

Agenda

1. Call to order 7:00p
  - a. Chris Halas was absent
2. Approval of the agenda  
Moved by: Galvin  
Seconded by: Gallagher  
Unanimously approved
3. Approval of the September 2019 Parking Advisory Committee Minutes  
Moved by: Galvin  
Seconded by: Gallagher  
Unanimously approved
4. Public Comment
  - a. Greg Cowley comments
    - i. Parking last Saturday was not enough for the activities.
    - ii. Concerned with additional investment in parking signage
    - iii. Complimented Frank Demers on the new parking enforcement officer performance.
    - iv. Noted that some downtown Merchants are not clearing sidewalks of snow
      1. Frank Demers indicated parking enforcement will be enforcing ordinances as well as parking.
  - b. Rachal
    - i. Concerned that Parking lot snow clearance will reduce the number of spaces available.
5. Public Safety update (Demers)
  - a. Viewed Video of farmer's market parking.
  - b. Joe asked for Frank to identify using cameras where parking is available during markets for a future meeting
  - c. Lyft will add a pickup spot for Farmington to the system.
    - i. No action from the committee required
    - ii. Recommend Frank talks to city admin to pursue

- iii. Parking enforcement report
  - d. Parking system in lake Orion
    - 1. The report still pending on the system
- 6. Update on Ride Sharing (Mantey)
  - a. Discussion followed, no action
- 7. Discuss the Economic Value of a Parking Space (Galvin)
  - a. Viewed (Listened) to video by book author Donald Snoop (YouTube video)
  - b. Discussion followed, no action
- 8. Special Event Parking (Gallagher/Demers)
  - a. Discussion followed, no action
- 9. Parking Near Maxfield Training Center (MTC) (Christensen)
  - a. Potential parking opportunity at the Mortgage Co building
  - b. 2 houses are now owned by city.
  - c. The Farmington Vision plan was discussed.
  - d. The Downtown Farmington Master plan was discussed.
  - e. Bill Galvin asked for recommendations for action
    - i. To Acquire mortgage Company for more parking
    - ii. To Repurpose houses for parking on Thomas St and School St.
    - iii. Provide parking on Thomas, Oakland, and School street.
    - iv. Rachel Gallagher made Motion to recommend that the City landbank the properties on the north side of Grand River Ave., west of School St and south of Thomas St. to add future parking capacity.
      - 1. Crutcher supported
      - 2. Motion Passed
- 10. Future items for discussion
  - a. MTC to be on future meeting agendas
  - b. Snow removal
- 11. Committee Comments
- 12. Adjournment 8:40pm

FARMINGTON PLANNING COMMISSION PROCEEDINGS  
City Council Chambers, 23600 Liberty Street  
Farmington, Michigan  
November 11, 2019

Chairperson Crutcher called the Meeting to order at 7:00 p.m. at City Council Chambers, 23600 Liberty Street, Farmington, Michigan, on Monday, November 11, 2019.

**ROLL CALL**

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

**OTHER OFFICIALS PRESENT:** Director Christiansen, Recording Secretary Murphy

**APPROVAL OF AGENDA**

MOTION by Chiara, seconded by Waun, to approve the Agenda.  
Motion carried, all ayes.

**APPROVAL OF ITEMS ON CONSENT AGENDA**

**A. October 14, 2019 Minutes**

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

**PUBLIC HEARING – CITY OF FARMINGTON DRAFT MASTER PLAN UPDATE 2018-2019**

Chairperson Crutcher introduced this item and turned it over to staff.

Director Christiansen thanked everyone for coming out tonight during the early snowfall that arrived today.

He stated it was Commissioner Majoros' intention to be at the meeting this evening but he is stuck at an airport due to the weather.

He indicated this item is a Public Hearing on the Draft City of Farmington Master Plan Update 2018/2019. This is actually a second Public Hearing for the Draft Plan as prepared and presented. As the Planning Commission is aware, City Administration, City consultants and the Master Plan Update Committee have been working diligently on the Update and have moved it forward to the Planning Commission for their consideration. The City has actually been engaged as well as the Planning Commission in various roles with this update for the last year. If you recall, at the May 13<sup>th</sup>, 2019 meeting the Commission discussed and reviewed the Draft Master Plan Update and scheduled the



required Public Hearing for August 12, 2019. And a copy of the minutes from that meeting are attached with your staff packet.

At their June 3, 2019 Regular Meeting the City Council approved the Draft City of Farmington Master Plan Update 2018/2019 for distribution and that's in accordance with State statute. A copy of the minutes from that meeting are attached with the staff packet as well.

At the August 12, 2019 Planning Commission meeting, you discussed and reviewed the Draft Master Plan and held the required Public Hearing in accordance with State statute. No action was taken on the Draft at that meeting and after discussion with respect to procedure, adherence with State requirements, making sure we were following all statutory processes, a decision was made to make sure everybody was involved and all the i's were dotted and t's were crossed, to hold a second Public Hearing. So a second Public Hearing then was identified needing to be held and there was another 63-day notification period that took place. That second Public Hearing then was scheduled and has been noticed for this evening in accordance with the requirements of the Michigan Planning Enabling Act.

Attached with your staff packet this evening then, is the Draft City of Farmington Master Plan Update 2018/2019 and the Notice of Public Hearing for this evening.

Just a quick recap, you may recall as well that the City actually had been engaged in updating the Master Plan starting in July of last year when OHM Advisors was selected as the consultant in conjunction with CIB Planning to prepare the Draft Master Plan Update. A Steering Committee was created, that Steering Committee met initially last October and then through the fall period and through the early winter period and produced the Draft Plan, the Draft Plan then moved forward and moved forward to the Planning Commission for your consideration, scheduled a Public Hearing, the Public Hearing that was held in August was originally scheduled in May of last year, Council in the interim in their June meeting as I indicated had a chance to approve the distribution as was required and then as indicated in the staff report here we are at the second Public Hearing for your consideration this evening.

With that, Mr. Chair, again the purpose this evening is to hold the Public Hearing as scheduled, so to open the Public Hearing for those who want to participate and then complete the Public Hearing and then the Planning Commission is in a position to take action on the Draft Plan as presented.

Chairperson Crutcher asked Director Christiansen if the bad weather should play a part in holding the Public Hearing and Christiansen replied that is up to the Commission's

discretion, this is a scheduled Public Hearing and he had dialogue with the City Attorney today and in fact the discussion was in part to that, that this is a scheduled hearing. He went on to state that he does have a sample motion that the attorney had discussed earlier today to distribute to the Commission. The action of the Planning Commission can be a number of things, you can take action, it's up to you, but there is a sample motion prepared by the City Attorney for distribution if you should choose to take action.

Chairperson Crutcher asked if they should proceed with the Public Hearing when there is not much public present and Christiansen replied that this is the second Public Hearing, there's been a 63-day notification period, and there's been no response from anybody on the second Public Hearing. We did this after discussing with the City Attorney, making sure we got our i's dotted and t's crossed to give people ample opportunity, published the Public Notice again, sent letters to fourteen different agencies asking for everybody's comments and we did not get any additional comments. I might also say if we look back at the minutes, you have them in your packet, from the August meeting, I don't know that attendance at that meeting was significantly heavy in terms of notice of interest, but we've had nobody else who was in attendance at that meeting follow up with any suggestions, make any recommended changes, any alterations, any questions about the plan and we're this now again for a second time.

Chairperson Crutcher stated then they'll proceed with the process and called for a motion to open the Public Hearing.

MOTION by Chiara, seconded by Perrot, to open the Public Hearing.  
Motion carried, all ayes.

(Public Hearing opened at 7:09 p.m.)

### **PUBLIC HEARING**

Hearing and seeing no one coming forward to speak at the Public Hearing, on a MOTION by Kmetzo, seconded by Chiara, to close the Public Hearing.  
Motion carried, all ayes.

(Public Hearing closed at 7:10 p.m.)

Director Christiansen stated if anyone has any questions, representatives of OHM Advisors are present this evening and are certainly available to take any questions the Commission may have. OHM Advisors in partnership with CIB Planning, worked with the City, the Steering Committee, over a period of six to eight months of preparation of the Draft Plan before it got to you. That Committee actually was made up of various

individuals, volunteers here in the Community, Chairperson Crutcher participated in that work as well. But OHM Advisors are certainly here to answer any questions that you might have.

Again, what's up on screen right now is the Notice of tonight's meeting. And what you do have with your packet then is the minutes from all of those meetings that I mentioned, a lot of background, a lot of leg work that's been done, a lot of public engagement that's been done, this has been out to the public many times. This has been before the public, these meetings have all been calendared, the Public Hearings have been noticed, your meetings have certainly had agendas posted, City Council meetings, agendas posted, there's been certainly media recap on what's transpired and also, too, you might recall in our discussions there's been two Open Houses that have been held for this Master Plan Update as well. So there's been a lot of public engagement through this process.

I will then take you to the Master Plan draft, which is a fairly lengthy document and again, if you have any questions, OHM Advisors, Mr. Matt Parks, Ms. Marguerite Novak are here as well as myself to answer any questions you might have.

Chairperson Crutcher opened the floor for questions from the Commissioners.

MOTION by Chiara, seconded by Waun , to approve the City of Farmington Draft Master Plan Update 2018-2019 as presented subject to a resolution prepared by the City's Economic and Community Development Director in accordance with all applicable State and City Regulations and Ordinances related to the Master Plan.

A roll call vote was taken on the foregoing resolution with the following result:

AYES: Chiara, Crutcher, Kmetzo, Perrot, Waun and Westendorf

NAYS: None

Motion carried, all ayes.

Christiansen thanked everyone in helping to prepare and move forward with the Master Plan Update.

### **PUBLIC COMMENT**

None heard.

## **PLANNING COMMISSION COMMENTS**

Chiara asked Director Christiansen to autograph his copy of Michigan Planning News as Christiansen is referenced in the publication.

Director Christiansen asked to update the Planning Commission as they may recall at their October meeting a Public Hearing was to be scheduled for tonight's meeting regarding a PUD at the 22100 Hawthorne property and indicated that the Applicant needed additional time in preparing for the PUD. He stated the PUD process is fairly straightforward, it is a five-step process, but there's information and level of information required to move forward in those steps. The initial pre-application conference does not require that, an engagement. The next meeting is a general broad concept and request for a Public Hearing which the Planning Commission did at the last meeting. The third step is the Public Hearing. It's required to be noticed, scheduled and noticed and a plan has to accompany that. That plan has a level of information that is required and if that information is to be provided in a professionally prepared plan in order for it to move forward for a Public Hearing as scheduled and noticed, then we don't do that. We work with the Applicant until that happens in accordance with what the requirements are and certainly their application.

So, at the request of the Applicants, they asked for some additional time and they asked to move it to the December Planning Commission meeting and we said we would do that so we've tentatively placed them on that meeting for the scheduled Public Hearing instead of tonight for them to have additional time in order to prepare and complete a compliant plan for your review and consideration.

He went on to state there are a number of other things going on right now throughout the community, certainly still a busy time, although it may look like some things have stopped, there is still quite a bit of activity going on throughout the community, a number of development related items. The Hawthorne Street opportunity is one, you know we had a meeting about the redevelopment of the property along the south side of Grand River, that goes down to Brookdale and The Winery. Mr. Soave has not come back to the table, and in order to provide him time to modify his plans, we're still working with him, but he is not back to this meeting, we anticipate he may be back at the December meeting as well so currently we have those two items on the Agenda as well.

And we have a couple more interests in the Community as well for your information. We had a meeting last week with new interests in the Nine Mile/Farmington Road gas station property, the old Clark/Citgo property that you may recall back in 2017 you had approved a site plan amendment and that was moving forward and building permits were issued

and that work commenced and then got to the point where it sat right now and the owner stopped.

In light of that, the property has continued to be marketed and there is a new interest, there is a purchase agreement in place right now and they're working with the new applicant to come in and redevelop that site.

Chiara asked who the owner is, and Christiansen responded Carroll Knight. He went on to state Mr. Knight owned a number of gas stations in the area, the two Citgo's that are in Farmington that have been transformed to Sunoco's, and he sold those, the one on 8 Mile in Farmington and the one on Grand River, those were Mr. Knight's as well but he sold those two, now he's looking to sell this one here. He also does own the Sunoco in Farmington Hills that is on the south side of Nine Mile Road at Farmington, that's in Farmington Hills so it appears that he's moving forward with those properties to new owners.

Chairperson Crutcher then asked about the activity at the World Wide Center and Panera.

Christiansen replied that the Commission may have noticed that activity at the World Wide Center and site plan approval for the Tropical Smoothie which included a fairly significant number of conditions for the existing building and the existing site in conjunction with the new Tropical Smoothie which were site related items and building related items including façade modifications and improvements. They've redone the roof, modified a significant portion of it and blended it in with what was still viable with new roofing, so that now has been done in accordance with the approved site plan. And now other upgrades to the building including new façade and that has been ongoing now for a period of time and obviously you can see that right now. And the new Tropical Smoothie which is the new building in the parking lot, its construction and building plans submitted have undergone a second review now by both our building plan reviewers and by OHM Advisors with respect to site elements and site engineering and they are looking to wrap up the final review and issuance of permits, pre-con, very, very shortly, they are moving forward to prepping from the initial site work to accommodate the new building, and that's going on right now.

You mentioned the Panera, Panera plans, construction engineering plans, building plans have been in now and are currently under review. I think their first review is complete, there might be a few items there, but they're looking to move forward with the drive-thru and the existing building on the existing site. One of the challenges right now, there's a legal issue as you may recall with respect to the use of the alley that exists between the four-unit strip that exists and Panera, it's a City alley, the City Attorney is right now working with the City Administration, Staff, with Economic Community Development Department

and the owner of the property to determine what the best alternative is to move that forward so we can accommodate the drive-thru there. So that's a work in progress as well.

There are a lot of good improvements going on as well, we have a pretty solid current tenancy with a lot of it non-residential throughout the community, particularly in the downtown, that's a very good thing. Our single-family housing stock has had a lot of investments this year, it's been a lot more than a fresh coat of paint, it's been a lot of interior modifications, and additions and changes and you may note that the courthouse property which is Boji Development, Inc., Ten Mile Development, LLC, they, the courthouse property has been torn down, the courthouse and the accessory building and we are right at the finish line with respect to the PUD Agreement and elements that have to be finalized, easements, sureties, and then provided for the pre-con to be held to kick off site development for the fourteen new single-family homes.

So, it's a pretty exciting time. And a lot of kudos go to the Commission for the hard work you've done and certainly our consultants, OHM Advisors, and our City Attorney, but we're going to keep moving forward and this Master Plan allows us to keep a focus on direction that the City has been going in and the direction the City wants to continue to go in and a lot of input was put into that plan as far as the focus for the Community over the next five years plus that this plan serves.

So, we have a pretty good roadmap and we've been following it and a lot of the goals and objectives laid out in our previous plans, our current plans and our new plans, has continued to be followed in bringing the success that we're having right now.

Commissioner Chiara asked Christiansen why the World Wide Center removed all the trees, and Christiansen replied there is new shrubbery and new greenery and that's in accordance with the approved site plan with both the Zoning Board granted variance, and the Planning Commission, plus the trees that were there served a purpose during the time but had gotten to a point to that the age and the style and the condition that there needed to be some adjustment to them and so that's part of the whole site plan package that you've approved and that was for new landscaping for the site as well as new signage, too, and other site elements as well as the new building and new façade. So the City is really looking forward to the breath of fresh air that the site plan modifications and the new Tropical Smoothie is going to bring to that center.

## **ADJOURNMENT**

MOTION by Chiara, supported by Waun, to adjourn the meeting.  
Motion carried, all ayes.

The meeting was adjourned at 7:26 p.m. .

Respectfully submitted,

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Secretary

## **BOARD OF ZONING APPEALS MINUTES**

A regular meeting of the Farmington Board of Zoning Appeals was held on Wednesday, September 4, 2019 in Council Chambers, 23600 Liberty, Farmington, Michigan. Notice of the meeting was posted in compliance with Public Act 1976.

Chairperson Bertin called the meeting to order at 7:04 p.m.

### **ROLL CALL:**

**PRESENT:** Bertin, Crutcher, Gensheimer, Pitluk, Schiffman

**ABSENT:** Aren

A quorum of Commissioners was present.

**CITY OFFICIALS PRESENT:** Director Christiansen, Recording Secretary Murphy

### **APPROVAL OF AGENDA**

MOTION by Schiffman, supported by Crutcher, to approve the agenda as presented.

Motion carried, all ayes.

### **MINUTES OF PREVIOUS MEETING OF AUGUST 7, 2019**

MOTION by Schiffman, supported by Crutcher, to approve the minutes of August 7, 2019.

Motion carried, all ayes.

### **MINUTES OF PREVIOUS PLANNING COMMISSION MEETING OF JULY 8, 2019**

The minutes of the previous Planning Commission meeting of July 8, 2019, were received and filed.

### **ELECTION OF OFFICERS**

**A. Chairperson**

**B. Vice Chairperson**

**C. Secretary**

Chairperson Bertin stated this Agenda Item was postponed once because a full Board was present and asked the Commissioners if they wished to address this issue now or postpone it until the full Board is present.

Director Christiansen stated he doesn't get a chance to work with the Zoning Board as often as he did in the past, but that Mr. Bowdell, Building Official and Code Enforcement Officer who is the Administrator of the Zoning Board on behalf of the



## BOARD OF ZONING APPEALS MINUTES -2-

Economic Development Department for the City, is out of town so he is here in his stead and he appreciates the opportunity to be here this evening with you.

He stated regarding the election, it's certainly up to the Board, but just a couple quick housekeeping things that might help you make your decision. We did have a resignation from the Zoning Board, it hasn't been officially accepted yet by the City Council, but he anticipates it will be and then they'll look to move forward from there.

Todd Craft, who is the DDA Chair, who is meeting with the DDA right now next door, he just can't do both jobs. He's got so much going on right now and he really appreciates the opportunities that he's had, he's expressed that to me, we've had conversation about it. But considering all that he's involved in in his capacity as DDA President, Chairperson, he's not able to be here like he'd like to be here.

So, with that, he has resigned from the Zoning Board, which will then allow someone to be put in his seat. He is a full-time ZBA member. Also, this evening as you know, Karla Aren is not here this evening, so we have the pleasure of both of our alternates here, which is why we have alternates, so we have a full Board this evening.

Mr. Chair, in light of that, you can certainly do what the Board chooses to do. You could table this item to another meeting, if that's what you so choose to do. You could go ahead and act if you want to, that's up to you, there's several things. You have a current Chairperson and you have a current Vice Chairperson, and you have a current Secretary, if I'm correct.

Chairman Bertin, you are the Chairperson, obviously, I believe that Karla Aren is the Vice-Chairperson and I believe that Mr. Schiffman, you are the Secretary. Again, that's the current slate of officers that serve. You can choose what you want to do along those lines; again, it's up to you. You have a quorum. You certainly can move forward with the item or whatever your pleasure may be.

Chairperson Bertin asked if one of the alternates would become one of the permanent members and Christiansen responded that is up to the City Council. Certainly, if there's interest along those lines expressed by our alternates, that would be certainly something that would be appropriate to request if there's an interest there and that will be moved forward to Council.

Chairperson Bertin then asked if the alternate now does have a vote and Christiansen replied yes, alternates sit as a full-seated member when regular members are not here.

MOTION by Schiffman, supported by Crutcher, to postpone the Election of Officers Agenda Item until a full Board is present.

Motion carried, all ayes.

## BOARD OF ZONING APPEALS MINUTES -3-

**APPEAL OF:** **Michael Mehall, Applicant/Owner**  
**23603 Liberty Street**  
**Farmington, MI 48335**

- 1. Request for a variance to Sec. 35-93, Lot and Yard Requirements of Article 6, 0 Office and OS Office Service Districts, in order to construct a 24'10" x 8' (along State Street) and 36'4" x 6'2" (along Liberty Street) covered porch. This is a single-family residential home located within the OS, Office Service District, which is a permitted use; however, the current setback along Liberty Street is legal nonconforming at 15' (25' is the minimum front yard setback). The proposed covered porch along Liberty Street would change the setback to 8'10". The request is an 18'10" variance (25' – 16'2" = 18'10") for the setback along Liberty Street.**

Chairperson Bertin introduced this item and turned it over to staff.

Christiansen stated all of you should have received a staff packet for tonight's meeting, with all materials, agenda, minutes, and then the variance request that is before you here this evening. He stated a Notice of Public Hearing was sent as required for tonight's meeting, indicating that the appeal has been requested, these are the property owners listed here that received that Notice; the application submitted by Mr. Mehall, the application included as well his variance request and the covered porch addition and that's described in his application. We also then went through the criteria for the dimensional variance, the setback variance as requested. Attached are also plans and you'll see here this is a pretty good plan showing at least highlighted the area to be added, and that's the covered porch addition. If you look to the bottom of this drawing, that would be the Front street, if you look to the side of the drawing, that is Liberty Street. And you'll see the addition that's proposed, and it's a wrap around covered porch to the existing single-family home. Currently the entrance to the house is along Liberty Street, and you can see that here, the porch. The covered porch then will be on either side of that and wrap around to the front of the house.

The existing home, and this is a plot plan, the existing home and the addition, elevations, this is the front view, if you'd like I can flip these around, it might be a little more helpful but what I wanted to do is get to the rendering and I would certainly let the Petitioner go through this. And this is the single existing family home. And what is shown here is the existing home, and then what is imposed here is the graphic on the photo showing the covered porch addition wrapping around the house. Both on the front street, on State Street, and Liberty Street as well. This is the State Street view, and this is the Liberty Street view. Again, what is not changing is the existing character of the existing single-family residence, we'll consider this Cape Cod, bungalow. So, there is living space up above. The existing home then in the location that it's in, the porch is an addition to it. These are a few examples showing the variety of homes in this neighborhood. It's very diverse, time period, construction, architecture, style, unique characteristics. I think what the Petitioner was attempting to show you here are porches and the various porches that exist for all these various homes. And what's unique and very pleasurable I think here in the City, at least from our perspective here in the City Economic Community Development and what we do daily, is the variety of homes

## BOARD OF ZONING APPEALS MINUTES -4-

and styles and characteristics. And in this case typically what we experience is when there are additions proposed to homes, one of the things that's certainly important to be taken into consideration is that it blends in, that it's in character. And if we go back and we see this style and it's not dissimilar to what you see here in these styles. Again, I'll let the Petitioner speak to that and this is just some additional information, this is a survey from 1940. How about that. I think we had colored film back then, but this is a black and white version. So, this is unique, and the magical history tour is always phenomenal when we see it, the old history of the City. But this is a survey of the downtown area here and along Liberty and State Street and what they looked like back in the 1940's which is pre-war years, so that's pretty amazing. In any event, what's great and about showing this is that these structures, these homes, this construction has stood the test of time. And one of the goals that we have here in our long-range planning and in our Master Planning and everything that we do is maintainability and sustainability, now and into the future. And so the investment and the enhancement when it is done, with architecture and then in consideration of the existing built environment and character, and then blending everything together for that maintainability, sustainability, this is what we see here as another opportunity being presented. This is again the survey, so where the house is at, is where the house is at and I think what they're trying to show you with this is the opportunity for alternatives are somewhat limited because there is the existing construction, the survey, and these were letters provided by the Applicant supporting their request.

If you want, Mr. Chair, I wanted to show you and show everybody here, the Zoning map so you can see what the City has in terms of the OS District so you can see where it's at. This is the City Zoning Map. This map says it's current in what you see and what you see in the orange is Office, and then in the little bit lighter orange, tangerine, is Office Service. And if you look at the CBD, or the Central Business District which is kin of the purplish-blue shade which is Farmington and Grand River, if you look then off to the west a little bit, you'll see the subject property. We can all see where that is at. And why I'm doing this is for you to see what the City has done over time is provided that transition zone, that transition district, which buffers between the Central Business District and the residential homes to the north and to the west in this case. And that's the district that the subject property is located in. I wanted to make sure you could see that.

Chairperson Bertin called the Petitioner to the podium.

Michael Mehall, 23603 Liberty Street, came to the podium. He said basically just to give some additional history is that the house was originally designed to face State. When they looked at the property, they noticed that the width of the property is not conforming to the consistency that was down State Street, so a 48' width. When they were ready to dig the foundation, they decided to rotate the foundation and face it to Liberty. That's why I have a 6' back and 9' in front. So, that in itself is kind of a painful experience when you have children and you're trying to find secure places for them to play because you now have lots on either side. And that's one of the concerns that we have, too, having raised boys prior to our grandchildren we had some experiences on Liberty that we went okay, to not play so close Liberty. What we're trying to do now is we now have ten grandchildren and on a regular basis we watch at least four, or maybe three, one of which is two, and then we have

## BOARD OF ZONING APPEALS MINUTES -5-

another one coming in October, so that will be our eleventh grandchild. So, our concern is security of our grandchildren and having a place for them to play. A porch, a covered porch and especially a porch that would wrap around like it is, would not infringe on the front part of the Liberty side, because it would be consistent with the present dimension of the porch. It would only go across the front and then the main part of the porch would be the area facing State, which obviously has enough variance to it. This would allow us to be able to watch our grandchildren more efficiently, not only that they could play on the porch, an enclosed porch, but also a covered porch but also we could monitor what is happening on the State side, which sometimes because of the configuration of the house, that's a living room, it's difficult to see what's happening over there. And with the 8 and 7 and 6 and 2-year-old it's important to monitor what is going on on a regular basis. So that's one of our main concerns, is safety.

The other is that the existing porch is in a state of disrepair. It was originally put in probably about 15 years ago, it's a brick porch, and the brick is starting the disintegrate and the mortar, especially after I had somebody come in a few years ago and redo the steps, those steps are now – the mortar has turned into sand and so I temporarily glued them in just to wait for the opportunity to replace the porch.

In addition, we are going to be lowering the porch about six inches to enable a step into the house. That will also allow the step to be a little bit farther from the sidewalk, so you'll have more of an entrance and hit sidewalk level before you start the steps going into the porch area.

The other thing is that the existing, now I know we're not supposed to talk about cosmetic things, but I think as we saw the pictures, the existing porch when I put it in was the most beautiful thing that I ever put in. But as I look at it now, looking at what the possibilities are, it is pretty much an eyesore, it doesn't fit the characteristics of the City, it doesn't fit the individual quality of the house. But putting a porch on like I propose and then you see the pictures as I explored the neighborhoods and said, wow, there's a lot of houses in Farmington that have porches, I just designed it so that it was consistent to that look. Especially facing right across from the Library, I think it's important to us to have a house that looks like it conforms to the City. It would have that kind of country, kind of '40s look, and it's important to us to maintain that visual connection to the City and it would blend, and it would also be something appealing to people coming out of the Library so they could truly see what the houses in Farmington look like.

It's important for us, and I think some other historical thing, is that when we decided we had to replace the porch we obviously looked at the cost and the tear-down and rebuild and what the options were. And none of the options really appealed to us until we were walking around the block last summer on Cass and noticed a house on Cass that had a porch and I don't know what the address is but is probably the most impressive house, or one of the most impressive houses on Cass now. They basically did the same thing. So, the precedent is there. They took the existing porch, extended it across, and then did a little bit of a wrap around. Again, the same issues. They had young children and they are looking for a safe way to control the environment.

## BOARD OF ZONING APPEALS MINUTES -6-

And so, seeing that, and having a wife that goes “that is what I want”, we quickly change plans and then did a proposal that you see now.

The porch would have a cement top to minimize the number of repairs that would have to be done at a later time, it would be a wood porch, but it would be a secure porch that would have longevity to it.

Also, we’re looking at the possibility as we get older, the way that it exits to the driveway, we could easily put a ramp in there. Not that we want to do that right away, but as we get older and there might be a need for wheelchair entrance, that would be a valid transitional area.

Bertin stated it looks as though they’re going to use concrete for the entire new porch and put a footing in and Mehall replied yes.

Bertin then asked about the steps and asked if basement storage would be maintained under that area and Mehall replied yes.

Bertin then stated there is usable space that currently exists, and that the Petitioner is just asking to expand it width-wise and Mehall replied yes.

Director Christiansen stated that is a good point and he was going to add on to Mr. Mehall’s comment is that the existing porch is already at that setback, so there is just additional construction in the area that is already at that point. The other thing is back to the Notice, for clarification, the existing home which you can see on the plot plan, the house is at 15. The addition at 6’2” and up to the setback to Liberty Street, so the variance request is not 18’x10”, as shown in the Notice, actually it’s 16’2”. So, you’ve got a 25-foot required and a 16’2” variance requested for an 8’10”, but that includes the existing house. And again, the 6’2” additional, is really an area occupied by part of the construction of the house.

Mehall said and visually there are shrubs in there so you can almost see where the porch would go although the shrubs are out farther than what the porch would go. So, it’s not like we’re adding additional space, we’re must more effectively using it.

Crutcher then stated they’re not adding to the encroachment, just making it longer or wider and the Petitioner responded yes.

MOTION by Pitluk, supported by Schiffman, to move to approve the Request for Variance for Michael Mehall, 23603 Liberty Street, with no conditions.  
Motion carried, all ayes.

### **PUBLIC COMMENT**

None heard.

**BOARD OF ZONING APPEALS MINUTES -7-**

Director Christiansen then thanked the Board for allowing him to be present at the meeting tonight and discussed training opportunities available for the Board if they would like to participate in them.

**ADJOURNMENT**

MOTION by Crutcher, seconded by Schiffman, to adjourn the meeting.  
Motion carried, all ayes.

The meeting adjourned at 7:34 p.m.

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Matt Schiffman, Secretary

**Farmington Community Library Board of Trustees**  
**Regular Board Meeting - 6:00 p.m. – Ernest E. Sauter Board Room**  
**32737 West Twelve Mile Road, Farmington Hills, MI 48334**  
**October 10, 2019**  
**Approved November 14, 2019**

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Board Members Present: Bomarito, Hahn, Huyck, Largent, Montgomery, Murphy, Rae, White

Board Members Absent: None

Staff Members Present: Miller, Serresseque, Siegrist, Yunker

Staff Members Absent: None

**CALL TO ORDER**

The Board Meeting was called to order at 6:00 p.m. by Board President White.

Renee Murphy, was appointed as a Library Board Trustee by the Farmington Hills City Council. President White welcomed Murphy to the Board on behalf of the Trustees. Murphy will fill the seat left vacant by Mark Brucki.

**APPROVAL OF AGENDA**

**MOTION** by Huyck to approve the Agenda for the October 10, 2019 Board meeting, was supported by Rae.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

**PUBLIC COMMENT**

There was no public comment.

**INTRODUCTION TO CHILDREN'S DEPARTMENT HEAD**

The Head of the Children's Services Department, Kristel Sexton, introduced herself to the Board Trustees. She had worked with young people at the Ypsilanti District Library for the previous seven years and is enjoying the Farmington/Farmington Hills community.

**PRESENTATION OF TIME AND ATTENDANCE SYSTEM**

Seth Erskine, Major Account District Manager with ADP, presented options of Time and Attendance module capabilities. Rather than paper time sheets, staff will report in and out at their computer or a designated PC. Supervisors will approve staff entries. The module is capable of producing a variety of custom reports with the information entered.

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Systems had been previously reviewed and evaluated by Miller, Yunker and several supervisors. Yunker was able to negotiate with ADP for a locked-in price for 18 months and a lifetime 60% discount. There is a 30 days' notice to cancel.

**MOTION** by Largent to authorize staff to move forward with ADP Payroll, Time and Attendance and Flock was supported by Hahn.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

### **APPROVAL OF MINUTES**

**MOTION** by Largent to approve the Minutes of the September 12, 2019 Regular Board Meeting, was supported by Huyck.

**Vote: Aye: Bomarito, Hahn, Huyck, Largent, Montgomery, Rae, White**

**Abstain: Murphy**

**Opposed: None**

**Motion passed.**

### **CORRESPONDENCE**

White responded to the first message received on the new Board email. A patron does not like being reminded of the amount of money he or she has saved by using the Library on the checkout receipt.

Miller shared several positive comment cards and a request that patrons be notified prior to having their Library card expire. Also shared, was a comment from a retired employee stating that the Library Board needs to appreciate longevity. The employee had reached the top of the pay scale which she says would go no higher this year. Montgomery responded that no one reached the top of the pay scale without receiving at least a 2% increase.

### **INTERIM LIBRARY DIRECTOR'S REPORT**

In addition to the Interim Director's Report, Miller shared the following Library activities:

- Two staff members attended the Michigan Public Relations Group Unconference at the Library of Michigan where they discussed social media practices.
- "Ask a Lawyer" program attracted 17 patrons for a one-on-one talk regarding legal issues.
- Author, Amberrose Hammond, presented Spooky Michigan to 50 patrons.
- One hundred seventy eight participants of "1000 Books Before Kindergarten" enjoyed "Fun on the Farm" story time and a petting farm.
- Facilities Coordinator, Donald Wrench, suggested a cost-saving way to divert water from the new transformer pad at the Farmington Branch.
- Staff represented the Library at the Wellness Fair held at the Costick. There were 137 adults who participated.
- Two staff participated in the Pumpkin Fest at Tollgate, and four staff attended the Call to Action Breakfast.
- Star Wars Reads is generally well attended. Again this year, the program attracted over 250 people.



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- The Friends of the Library responded to the staff “wish list” by committing \$90,000 for Library programs and resources. They hope to add to that contribution in 2020.
  - Two librarians received Continuing Education Grants from the Library of Michigan; one for ALA (American Library Association) and one for a PLA (Public Library Association) Conferences.
  - Macmillan Publishers announced that they will put an eight-week purchase embargo on eBook titles and eBook formats. The Library will notify patrons that this is a publisher embargo and not a Library decision.

### **PRESENTATION OF AUDIT FOR YEAR ENDING JUNE 30, 2019**

Dave Helisek and Shawana Jackson, Auditors representing Plante Moran, presented the FCL Audit for the year ending June 30, 2019.

Helisek stated that once again, the Library has received an unmodified opinion as a result of the recent audit. The unmodified opinion is the highest level of assurance given.

Jackson reviewed the graphs showing the FCL General Fund Revenue, Expenditures and Comparison of General Fund Balance for Year Ended June 30, 2019.

**MOTION** BY Huyck to receive and file the Final Monthly Expense Report for June 2019 was supported by Montgomery.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

### **OPERATING BILLS**

**MOTION** by Huyck that the Board of Trustees approve expenditures for check numbers 26471 through 26562, totaling \$575,111.23, which includes three payrolls, was supported by Montgomery.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

### **FINANCIAL REPORT**

**MOTION** by Montgomery to receive and file the Monthly Budget for August 2019, was supported by Rae.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

### **COMMITTEE REPORTS**

President White explained the current five Board committees and the need to readjust membership on those committees. At the November Board Meeting, Trustees will discuss restructuring.

#### **Facilities Committee**

Miller reports that the cost of the generator needed to run the sump pumps has increased slightly, but the Library will move forward with the installation, as planned.

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Donald contacted JLL to find out if they had information on the lifespan on mechanics.

**Finance Committee**

Chair Huyck was in contact with Shawana Jackson, auditor from Plante Moran, to be assured that the audit would be ready by the October Board meeting.

**Community Liaison Committee**

No report.

**Personnel Committee**

Chair Montgomery spoke with John Keister who is heading the Director search. He currently has three candidates to recommend; one from California; one from West Virginia; and one from the metro Detroit area. The Board discussed plans to proceed with candidate interviews and that staff will meet the candidates, also. The Personnel Committee will set a date to skype with John Keister.

Miller offered options for posting the Director position on several listservs in Michigan.

**Strategic Plan Committee**

No report.

**UNFINISHED BUSINESS**

White will contact Clare Membiela, Library of Michigan, to schedule a presentation to the Board clarifying and training on the regulations of the Open Meetings Act.

Montgomery briefly explained the history of the Board Committees. Prior to the restructuring of the Committees, parameters should be in place for each Committee.

**MOTION** by Montgomery that Board Trustees are expected to participate on at least one Committee; each Trustee is limited to participation on two Committees; each Committee is limited to no more than four Trustees or a quorum. The motion was supported by Rae.

**Vote: Aye: Bomarito, Hahn, Huyck, Montgomery, Murphy, Rae, White**  
**Opposed: Largent**

**Motion passed.**

White explained that the current Bylaws state that the President is ad hoc member of every Committee. The Vice-President is Chair of the Personnel Committee and the Treasurer is Chair of the Finance Committee.

Hahn has reviewed proposed revisions of the previous Bylaws which need to be supplemented. Hahn will provide a draft of the Bylaws for Board approval at the December meeting.

Hahn reports meeting the attorney of former Director, Elyse Streit. Hahn read, a "Proclamation" and an "Addendum to Severance Agreement and Release of Claims" document which is attached to these Board Minutes. A motion was made, after discussion and explanation, of the action required by the Library and by the Board President.

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**MOTION** by Hahn that the Board approve to accept this Addendum and Proclamation and that the Board authorize the President to sign, was supported by Huyck.

**Vote: Aye: Bomarito, Hahn, Huyck, Montgomery, Rae, White**

**Abstain: Murphy**

**Opposed: Largent**

**Motion passed.**

**NEW BUSINESS**

There was no new business.

**BOARD TRUSTEE COMMENTS AND ANNOUNCEMENTS**

There were no Trustee comments or announcements.

**ADJOURNMENT**

**MOTION** by Largent to adjourn the Board Meeting was supported by Montgomery.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

The Board meeting was adjourned at 8:50 p.m. by President White. The next meeting of the Library Board is scheduled for Thursday, November 14, 2019 at 6:00 pm. in the Ernest E. Sauter Board Room.

Respectfully Submitted,

Elizabeth Rae, Secretary  
Library Board of Trustees

ER:dls

**Exhibit A attached.**

ADDENDUM TO SEVERANCE AGREEMENT AND RELEASE OF CLAIMS

A Severance Agreement and Release of Claims ("Agreement") was entered into by the parties and signed by Elyse Streit ("Streit") on June 21, 2019 and by the President of Farmington Community Library ("FCL") on July 12, 2019.

After execution of the Agreement, FCL erroneously sent to Streit a check in the gross amount of \$16,978.30, with a net payable to Streit of \$11,082.51.

The parties, desiring to correct the error and fully and finally resolve this matter, hereby agree to this Addendum:

1. Streit shall promptly repay to FCL the net amount of \$11,082.51.
2. FCL shall take necessary action and/or process appropriate forms for reversal of taxes taken out.
3. FCL shall provide Streit with a corrected, amended or reissued final wage statement that does not reflect the erroneous \$16,978.30 payment.
4. FCL shall ensure that the form W-2 issued to Streit matches the corrected final wage statement.
5. FCL will indemnify Streit for any penalties or losses incurred by Streit for having initially reported to the Social Security Administration her wages that included the \$16,978.30 payout.
6. FCL shall, by proclamation at the October 10, 2019 board meeting, a copy of which is attached as Exhibit A, retract and indicate non-support of public comments made by a board member concerning Streit during the board meeting held on June 11, 2019.

JULY (RSH)

Acknowledged and Agreed:

Dated: 10/16/2019 Elyse Streit  
ELYSE STREIT:  
Dated: 10-10-2019 By: James B White  
FARMINGTON COMMUNITY LIBRARY:  
Its: Board President

PROCLAMATION

Effective May 2, 2019, Elyse Streit resigned from her position as Director of the Farmington Community Library.

Following her resignation, Ms. Streit and the Farmington Community Board of Trustees reached agreement on a severance agreement providing for, among other things, enhanced retirement benefits.

The Board of Trustees approved the severance agreement at its meeting on July 11, 2019. During discussion of the motion to approve the severance agreement, one board member made negative comments concerning Ms. Streit's employment as Director of the Farmington Community Library, which Streit considers disparaging. Following expression of those statements, the Board of Trustees voted 5 to 1 to approve the severance agreement. Ms. Streit has objected to and denies the statements made by the board member during the July 11 meeting.

The Farmington Community Board of Trustees does not support and hereby retracts the comments made by the board member during the July 11 meeting concerning Ms. Streit. The Board of Trustees further specifically acknowledges its commitments made in the severance agreement with Ms. Streit, including the parties' agreement to refrain from disparaging each other to third parties or making statements intended to diminish the other party's reputation or interests.

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MEETING MINUTES  
FARMINGTON AREA ARTS COMMISSION  
DATE: Oct 3, 2019 – 6:30 PM  
COSTICK CENTER – CONFERENCE ROOM  
28600 W. ELEVEN MILE ROAD  
FARMINGTON HILLS MI 48336

**CALLED TO ORDER BY:** McDermott AT: 6:33

**MEMBERS PRESENT:** Blau, Carleton, Deason, Dutka, Ferencz, Hadfield, Hawkins, McDermott, Pike, Warner

**MEMBERS ABSENT:** Breen, Hayes

**OTHERS PRESENT:** Rachel Timlin, Cultural Arts Supervisor/Staff Liaison; Randy Bruce, FH City Council Liaison.

**APPROVAL OF AGENDA:**

Motion by McDermott, support by Carleton to approve the agenda as amended.

Amendment: changed the order of bullet points under Commission Action Items

Carried: Unanimously

**APPROVAL OF MINUTES from: Sept 12, 2019**

Motion by McDermott, support by Carleton to approve minutes as amended.

Amendment: added “Ms Timlin will investigate” under Commissioner Carleton’s comment on page 2.

Carried: Unanimously

**PUBLIC COMMENTS**

No members from the public in attendance, so several Commissioners shared their art reflections/ accomplishments from past summer.

**ART COUNCIL REPORT**

Art Council did not meet.

**CULTURAL ARTS DIVISION REPORT**

Rachel Timlin asked April Heier to bring up the Liaison position at the next Mayor’s Youth Council meeting  
Aretha Franklin Tribute Concert – 50 tickets are available as of Oct. 3. Volunteer ticket collector opportunities are available at the concert.

Gail Borowski’s work is in the City Gallery.

Public Art Program – discussed options regarding delaying the next show opening, possibly by 1 year. Brought up the spoken word portion of the show.

Extended thanks to Commissioners who attended the Groundbreaking ceremony of the new community center.

Shared select details regarding future programming at the Hawk (i.e. maker space, dance studio)

**COMMISSION ACTION ITEMS: MISSION/BYLAWS**

New Community Center Commission Survey – McDermott asked Commissioners to revisit the Survey to identify areas that Commission can tackle as a group. Will discuss and possibly vote on next meeting.

Gallery Pedestal Project– Hadfield recapped the scope of the project and the costs. Artpack will sponsor half of the costs. Mr. Bruce offered to sponsor the other half.

New Community Center Gallery Committee Report – McDermott will work with Hadfield to finish up the second letter. Carleton suggested including Economic Development Coordinator in the conversation.

Commissioner Service Hours Survey – Shared file for logging in service hours is under development. Roll out to the group is planned in November.

**COMMISSIONERS' COMMENTS**

Commissioner Dutka: Presented his idea to use salvaged materials from Harrison High School to create outdoor public sculpture to be installed around the New Community Center. Referenced ScrapFest in Lansing. Will leverage his fundraising expertise and artist connections to continue building on this initiative.

Commissioner Carleton: attended Culture Source annual meeting and shared some takeaways. Commissioner Hawkins and Ms Timlin also attended and chimed in.

Commissioner Ferencz: shared printed photos of student art from Harrison high school. The Legacy Committee has the files. The Arts Commission can also use them for a later project if needed.

All Commissioners took the opportunity to thank Mr Randy Bruce for his 16-year-long service as the City Council Liaison to the Arts Commission.

**NEXT MEETING DATE: November 14, 2019**

**ADJOURNMENT**

Ajourned by: McDermott

Time: 7:49

Minutes drafted by: Pike

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2019</b>	<b>Item Number 4B</b>
<b>Submitted by: Mary Mullison</b>		
<b>Agenda Topic:</b> Council Meeting Minutes November 18, 2019: Special November 18, 2019: Regular December 2, 2019: Regular		
<b>Materials:</b> 3 sets of minutes		





Special/Study Session Meeting  
6:00 p.m., Monday, November 18, 2019  
Conference Room  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on November 18, 2019, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 p.m. by Mayor Sara Bowman.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
William Galvin	Councilmember	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

Director Christiansen (arrived at 6:06 pm)  
City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz  
Director Weber

### 2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

### 3. PUBLIC COMMENT

No public comment was heard.

#### 4. DISCUSS AMENDMENT TO FISCAL YEAR 2019-20 BUDGET

Director Weber explained why budget appropriations from 2018-19 should be moved to the 2019-20 fiscal year. LaRussa asked about the timing of the request and Weber replied that with so many projects going in right now, it cleans up the budget and allows better monitoring of the progress of the budget.

#### 5. OTHER BUSINESS

City Manager Murphy introduced a revision of Council committee assignments that had been made on the November 14, 2019 organizational meeting. Mayor Bowman asked Schneemann to take her place on the Grand River Corridor Improvement Authority and LaRussa to take her place on the Chamber of Commerce.

**Move to appoint Steve Schneemann to the Grand River Corridor Improvement Authority for a term through November 2021, replacing Sara Bowman.**

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bowman, Mayor
<b>SECONDER:</b>	Schneemann, Councilmember

**Move to appoint Joe LaRussa to the Greater Farmington Area Chamber of Commerce for a term through November 2021, replacing Sara Bowman.**

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bowman, Mayor
<b>SECONDER:</b>	LaRussa, Councilmember

#### 6. COUNCIL COMMENT

Galvin asked Murphy whether the 20 minute parking limit signs recently moved to the circle drive at City Hall had been brought to the Parking Committee. He asked to have it brought up to the committee at their next meeting in order to keep in line with the metrics of parking use around City Hall.

#### 7. CLOSED SESSION TO DISCUSS ACQUISITION OF PROPERTY

**Move to enter closed session to discuss property acquisition.**

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

Council entered closed session at 6:10 p.m.

**Move to exit closed session.**

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

Council exited closed session at 6:45 p.m.

**8. ADJOURNMENT**

**Move to adjourn the meeting.**

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

The meeting adjourned at 6:46 pm.

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Sara Bowman, Mayor

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Mary J. Mullison, City Clerk

Approval Date:



Regular City Council Meeting  
7:00 p.m., Monday, November 18, 2019  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on November 18, 2019, in Farmington City Hall, 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 7:00 p.m. by Mayor Bowman.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
William Galvin	Councilmember	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### City Administration Present

Director Christiansen  
Director Demers  
Superintendent Eudy  
City Clerk Mullison  
City Attorney Schultz  
Director Weber

### 2. PLEDGE OF ALLEGIANCE

Sophia Lowell led the Pledge of Allegiance.

### 3. PUBLIC COMMENT

Steve Baumbach, 21144 Robinwood, asked the City to reconsider their decision to not plow because of leaf pick up. He also thanked Councilmembers and administration for their service in the government of the city.

Ann Echols, 23828 Wilmarth, Farmington/Farmington Hills Emergency Preparedness Commission, gave the Tip of the Month: Emergency Supplies and Winter Readiness.

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

- A. Board and Commission Minutes
- B. City Council Minutes
  - a. October 21, 2019 Special
  - b. October 21, 2019 Regular
  - c. November 14, 2019 Organizational
- C. Farmington Quarterly Investment Report - 09/30/19
- D. Farmington Quarterly Financial Report - 09/30/19
- E. Farmington Quarterly Financial Report Court - 09/30/19
- F. Farmington Monthly Payments Report
- G. Farmington Public Safety Monthly Report
- H. Accept updates to the City of Farmington Special Event Policy

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

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

**5. APPROVAL OF REGULAR AGENDA**

Taylor suggested that the Mayor and City Manager consider adding a second opportunity for Public Comment in meetings through the end of this year to see how it works.

Move to approve the regular agenda with the addition of a new Item 9 - Public Comment, prior to Department Comment, moving Items 9, 10, 11 and 12 to Items 10, 11, 12 and 13.\*\*

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

**6. PRESENTATION/PUBLIC HEARINGS**

- A. **Public Hearing Program Year 2020 Community Development Block Grant Application**

City Manager Murphy explained a planned contribution for the Farmington Hills Senior Center and senior services, Meals on Wheels, and senior transportation.

**Move to open public hearing for 2020 Community Development Block Grant Application.**

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

Public hearing was opened at 7:06 pm. No public comment was heard.

**Move to close public hearing for 2020 Community Development Block Grant Application.**

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

Public hearing was closed at 7:07 pm.

**7. UNFINISHED BUSINESS****A. Consideration to Approve 2020 Program Year Community Development Block Grant Application**

LaRussa asked if there were any other purposes that should be considered for CDBG funds. Murphy explained that there are minimum donation requirements and that giving it to Farmington Hills for senior services has been done for many years and was a good use of the money. He offered to look at the allotment parameters again for next year. Weber noted that CDBG funds could be gotten in larger amounts outside of this allocation, but that requires Farmington to not participate in the County request and there is no guarantee that an individual request would be granted.

**Move to approve resolution adopting 2020 Program Year Community Development Block Grant Application. \*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

**8. NEW BUSINESS****A. Special Event Application: Holly Days**

Murphy introduced the event and asked new GFCC Director Connor Osborne to come forward to answer questions.

**Move to approve the special event application for the 2019 Holly Days and Light Up the Grand Parade on Saturday, Dec. 7 from 10 a.m. until 8 p.m.\*\***

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

**B. Special Event Application: Harry Potter & the Holiday Skate**

Murphy summarized the event being considered. Melissa Andrade answered questions about the ice rink committee sponsored event and the change of date that might be needed because of the delay in the leaf pick up program. Bowman called for volunteers to assist with rink set up to allow this event to happen on December 28<sup>th</sup>.

**Move to approve the Special Event Application for Harry Potter and the Holiday Skate to be held on either Saturday, December 28 or Saturday, January 4 from 6 – 9 p.m.; set up at 2 p.m. at the Riley Park Ice Rink.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

**C. Consideration to Approve the 2019 HIDTA Grant Sub-Agreement between Oakland County and the City of Farmington AND Authorize the City Manager and City Clerk to Sign the Agreement and Proposed Resolution**

Director Demers summarized a request for approval to receive federal funding for reimbursement of task force officer overtime costs. This is a renewal of a current grant.

**Move to approve the 2019 HIDTA Grant Subrecipient Agreement between Oakland County and the City Of Farmington and authorize the City Manager and City Clerk to sign the agreement and proposed resolution.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

**D. Consideration to accept Change Order No.3, and Construction Estimate No. 4 for the Oakland Street Reconstruction**

Superintendent Eudy explained the timing and schedule of the Oakland Street project and requested partial payment for the contractor. Installation of decorative lampposts will be delayed until December because of availability. Schneemann questioned whether there had been any

access problems for the residents of Oakland Street, and Eudy explained what had been done so far. Galvin pointed out that the Change Order was not actually for Oakland Street, and Eudy said that it was for a DDA owned property that could be included with the same contractor. Bowman requested an overview of the project.

**Move to approve payment to V.I.L. Construction Incorporated for Change Order No. 3 and Construction Estimate No. 4 of the Oakland Street Reconstruction.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember
<b>AYES:</b>	LaRussa, Schneemann, Taylor, Bowman, Galvin

**E. Consideration to Authorize Purchase of replacement of Public Services two (2) in-ground vehicle maintenance hoists.**

Eudy described the need for new hoists to be used for vehicle maintenance. This is a budgeted allocation to replace hoists from 1977.

**Move to authorize Administrative Staff to purchase and install replacement vehicle maintenance hoists from Allied Equipment.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem
<b>AYES:</b>	Schneemann, Taylor, Bowman, Galvin, LaRussa

**F. Consideration to accept Construction Estimate No. 7 for the 2018 Farmington Roads Maintenance & Rehabilitation**

Eudy summarized work done on Flanders Street, Lilac Street, Chesley Drive, and Brittany Hill Drive. He said that residents seem happy with both the contractor and the road improvements. LaRussa asked about remaining retainage and crack sealing amounts.

**Move to approve Construction Estimate No. 7 for the 2018 Farmington Roads Maintenance & Rehabilitation to Hartwell Cement Company.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Taylor, Bowman, Galvin, LaRussa, Schneemann



**G. Consideration to approve Payment No. 2 to Pipeline Management for CCTV inspection of sanitary sewers in the Bel-Aire area**

Eudy reviewed a project for televising sewers prior to lining. This would be the final payment for pre-lining televising service.

**Move to approve payment No.2 to Pipeline Management for CCTV inspection of sanitary sewers in the Bel-Aire area.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Bowman, Galvin, LaRussa, Schneemann, Taylor

**H. Consideration to amend Fiscal Year 2019-20 Budget**

Director Weber explained that this resolution takes funds from the 2018-19 budget and moves them into the 2019-20 budget and cleans up current year budget.

**Move to adopt Budget Amendment Resolution #3 amending Fiscal Year 2019-20 Budget.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Galvin, LaRussa, Schneemann, Taylor, Bowman

**9. PUBLIC COMMENT**

No public comment was heard.

**10. DEPARTMENT COMMENT**

Christiansen mentioned activity throughout the community with site by site projects being proposed. He also announced that the Farmington Master Plan Update was approved by the Planning Commission. LaRussa asked about his previous request for a summary of building and code enforcement issues and was assured that would be forthcoming.

Eudy commented on leaf collection and snow plowing problems due to recent weather. He described the hybrid approach that was decided on to try to recover from the early snow, and stated that while the City couldn't make all happy, they had hoped to make at least some happy. Eudy asked that the public bear with Public Service crews as they will be at a slower pace and will need to accommodate higher maintenance costs. Crews have been working ten hour days and weekends. Bowman thanked Eudy for making the best decisions possible under the current

circumstances. She requested that he make sure all residents know about the revised leaf collection schedule when it comes out.

Demers extended his congratulations to Bowman, LaRussa and Schneemann on their reelection and new positions. Galvin asked Demers to speak about the new designated Lyft pick up/drop off zones in the downtown. Demers said that no sign is posted, but that the station pops up on the Lyft app. Bowman spoke of interest in downtown about contacting Uber as well.

Murphy declared that the Holly Days parade was one of his favorite City events and encouraged all to participate. He commented on the early snow and said that Eudy had done a great job salting intersections to keep the City safe, even though it wasn't a perfect solution. He acknowledged that it was a balancing act to provide the best that could be provided under the circumstances. LaRussa asked about whether there was an increase in reported accidents because of this balanced response and Demers answered that there were no accidents at all.

**11. CITY COUNCIL COMMENTS**

Galvin wished everyone in Farmington a warm and happy Thanksgiving.

Taylor announced that the Farmington Area Jaycees are holding a vote for the Citizen and the Business of the Year awards. She encouraged all to vote at [www.fajaycee.org](http://www.fajaycee.org).

LaRussa thanked Mullison for her department's work on the recent election and thanked Eudy for his department's work on both the snow and the leaves. LaRussa announced fundraising initiatives of both the Jaycees and Rolling Stoves..

Bowman thanked Council for having confidence in her as Mayor. She thanked Schneemann for the nomination, and noted that it was a transition for each of them. Bowman looks forward to continuing her work and wishes everyone a safe and healthy holiday.

**12. CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING AGREEMENT AND DISCUSS WRITTEN CONFIDENTIAL COMMUNICATION FROM THE CITY ATTORNEY**

**Move to enter closed session to discuss collective bargaining agreement and confidential communication from the City Attorney.**

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

Council entered closed session at 8:01 p.m.

**Move to exit closed session.**

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

Council exited closed session at 8:41 p.m.

Tony Anthony of AKT Peerless answered Council questions pertaining to the Maxfield Training Center purchase.

**Move to direct City Administration to approve full agreement for FPOA Collective Bargaining Agreement as discussed.**

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

**13. ADJOURNMENT****Move to adjourn the meeting.**

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

Meeting adjourned at 9:18 p.m.

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Sara Bowman, Mayor

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Mary J. Mullison, City Clerk

Approval Date:

**\*\***To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.



Regular City Council Meeting  
7:00 p.m., Monday, December 2, 2019  
Conference Room  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on December 2, 2019, 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 7:00 pm by Mayor Bowman.

### 1. Roll Call

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
William Galvin	Councilmember	Present	
Joe LaRussa	Mayor Pro Tem	Absent	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz  
City Treasurer Weber

### 2. Approval of Agenda

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

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

### 3. Public Comment

No public comment was heard.

#### 4. Farmington Area Arts Commission Board Reappointment Interviews

- a. Cheryl Blau
- b. Susan Warner

As this was a reappointment interview, Bowman took the opportunity to ask the appointees about the current activities of the Arts Commission, with an emphasis on what Council could do to support their work. Blau and Warner were interviewed jointly and answered questions about the Arts Commission's projects and goals. Discussion arose about Council representation on the Commission, and Bowman suggested that Taylor act as liaison to the group. A dialog began about bringing art to City Hall.

**Move to appoint Cheryl Blau to a regular a term ending June 30, 2021 on the Farmington Area Arts Commission and move to appoint Susan Warner as an alternate with term ending June 30, 2020.\*\***

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

#### 5. Consideration to Adopt Resolution for Charitable Gaming License

City Manager Murphy reviewed the South Farmington Baseball, Inc request for a gaming license resolution.

**Move to adopt resolution to allow a Charitable Gaming License for South Farmington Baseball, Inc.\*\***

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

#### 6. Discuss Public Act 88 of 1961

Murphy explained that a review of Public Act 88 was pertinent because of a former employee's request during public comment at the September 3, 2019 Regular Council meeting. Administration recommended against adoption because there is no way to calculate current or future costs to the City. Council questioned Murphy about details of the Act to clarify the issue. Bowman had previously reached out to Director Demers to ask if he felt that the decision not to adopt PA 88 would deter recruitment to the Public Safety Department, and he felt that it would not.

#### 7. Pension and OPEB Presentation and Form 5572 Submittal

City Treasurer Weber presented an annual report on OPEB debt, obligation funding, savings, liabilities, and comparisons to Council as required by the State of Michigan. Discussion followed

clarifying City obligations and requirements, including measurements, changing assumptions and strategy that should be considered. Galvin reminded Council that it needs to keep a regular eye on pension obligations. Bowman thanked staff for responding quickly to questions and concerns and for bringing the numbers into perspective.

**Move to accept and file Form 5572.\*\***

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

**8. 2019/2020 Capital Improvement Discussion**

Murphy reported on projects budgeted for the 2019/2020 fiscal year, including being right on target for the Freedom Road project and the Bel-Aire sewer lining project. The Mayfield Street storm sewer line came in higher than anticipated, with the finding that a complete fix would be millions of dollars. Murphy stated that a smaller fix would be to add an additional smaller line as the road needs to be redone. He also reported that the micro surfacing being considered for the main commercial parking lot had been scrapped. The lot was newly striped this year and resurfacing will be put off until later when it can be done correctly.

Drake Park improvements were discussed, including a reconfiguration of the parking area. Grants from the Department of Natural Resources might be available to improve the park. Murphy requested that Council indicate approval of suggested improvements so that planning can begin. Taylor asked why removing tennis courts would be beneficial, and Weber referenced the Parks and Recreation Master Plan that indicates that there are already a disproportionate number of tennis courts and not enough basketball or volleyball courts. Work on the park would be done in 2021 as applying for grants will take time. Discussion continued about currently available tennis courts being unfixable. Weber noted that there is no sidewalk to the school except for walking through the parking lot and that a new plan could permit a safe passage for students.

Bowman, with concurrence from Council, directed administration to proceed with projects as presented.

**9. Five-Year Forecast Update**

Weber went over four years of budget history and five years of budget forecast. He discussed general assumptions and reviewed surplus and deficit projections. The most significant assumption subject to change is the taxable value increase, which will be determined at the end of February 2020. In response to a question from Galvin, Weber explained the difference between the total fund balance and the unrestricted fund balance. Galvin reminded Council of their goal to keep unrestricted fund balance above 25% and thanked Weber for the report.

**10. Capital Improvement Planning Discussion**

Murphy and Weber began this year's capital improvement program discussion, requesting Council's additions or deletions and priority projects. Murphy asked that Council send suggestions and priorities to him to be given to the CIP Steering Committee.

Administration requested the assignment of a councilmember to the Capital Improvement Steering Committee. Schneemann volunteered to fill that role.

**Move to appoint Steve Schneemann to the CIP Steering Committee as Council's representative.**

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

Taylor requested that a list of completed and in progress projects be sent by administration to Council. Weber recommended that CIP projects be taken from master plans and studies. He suggested that councilmembers list projects, then priority of projects.

#### **11. Other Business**

No other business was heard.

#### **12. Public Comment**

No public comment was heard.

#### **13. Closed Session to Discuss Pending Litigation – Coleman v City of Farmington**

**Move to enter closed session to discuss pending litigation - Coleman v City of Farmington.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Galvin, Councilmember
<b>AYES:</b>	Taylor, Bowman, Galvin, Schneemann
<b>ABSENT:</b>	LaRussa

Council entered closed session at 8:43 p.m.

**Move to exit closed session.**

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

Council exited closed session at 8:53 p.m.

**Move to direct the City Attorney to take action as discussed in closed session.**

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

#### 14. Council Comment

Bowman contributed a \$140 check to Governor Warner Mansion as a result of a successful 2019 Turkey Trot event.

#### 15. Adjournment

**Move to adjourn the meeting.**

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

The meeting adjourned at 8:57 p.m.

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Sara Bowman, Mayor

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Mary Mullison, City Clerk

Approval Date:

**\*\***To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.



<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> December 16, 2019	<b>Item Number 4C</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Quarterly Investment Report –6/30/19			
<u><b>Proposed Motion</b></u> Approve Farmington Quarterly Investment Report – 6/30/19			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> Farmington Quarterly Investment Report – 6-30-19			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

**INVESTMENT REPORT**

**CITY OF FARMINGTON**

**QUARTER ENDED JUNE 30, 2019**

Submitted by:  
Christopher M. Weber, Director of Finance and Administration

CITY OF FARMINGTON  
 QUARTER ENDING JUNE 30, 2019

	BALANCE	BALANCE	BALANCE	RATE OF RETURN			MATURITY	RATING	RATING AGENCY
	4/30/19	5/31/19	6/30/19	4/30/19	5/31/19	6/30/19			
<b>Pooled Mutual Funds:</b>									
Comerica	\$ 515,819	\$ 516,813	\$ 517,761	2.340%	2.280%	2.240%	Daily	Not rated	N/A
Oakland County Investment Pool	1,759,390	1,761,602	1,764,547	3.237%	1.516%	2.070%	Daily	Not rated	N/A
Michigan Class	3,077,242	2,333,675	1,838,043	2.530%	2.500%	2.470%	Daily	AAA-m	S&P
<b>Total Pooled Funds:</b>	<b>5,352,452</b>	<b>4,612,090</b>	<b>4,120,351</b>						
<b>Certificates of Deposit:</b>									
Horizon	500,000	-	-	2.650%			5/30/2019	5	Bauer
Horizon	502,873	502,873	502,873	2.900%	2.900%	2.900%	11/29/2019	5	Bauer
Horizon	-	506,497	506,497		2.400%	2.400%	8/29/2019	5	Bauer
Chemical Bank	211,528	211,528	-	1.950%	1.950%		6/27/2019	4	Bauer
Chemical Bank	1,000,000	1,000,000	-	2.850%	2.850%		6/27/2019	4	Bauer
Chemical Bank	-	-	1,030,080			2.150%	9/26/2019	4	Bauer
TCF	1,000,000	1,000,000	1,000,000	2.910%	2.910%	2.910%	8/29/2019	4	Bauer
CIBC	1,000,000	1,000,000	1,000,000	2.800%	2.800%	2.800%	11/29/2019	5	Bauer
<b>Total Certificates of Deposit:</b>	<b>4,214,400</b>	<b>4,220,897</b>	<b>4,039,449</b>						
<b>Uninvested:</b>	<b>\$ 1,514,958</b>	<b>\$ 872,728</b>	<b>\$ 716,928</b>	Bank Analysis Credit Earned			N/A		
<b>Less: Authorities/Entities**</b>	<b>(1,245,362)</b>	<b>(1,125,679)</b>	<b>(940,169)</b>						
<b>TOTAL:</b>	<b>\$ 9,836,448</b>	<b>\$ 8,580,036</b>	<b>\$ 7,936,560</b>						

\*\* Investment Balances do not include the investments of the 47th District Court, the Indigent Defense Fund, the Farmington Brownfield Redevelopment Authority, the Corridor Improvement Authority, the Farmington Downtown Development Authority, the Friends of the Governor Warner Mansion, or the Public Employee Health Care Funds invested with Morgan Stanley Smith Barney.

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> December 16, 2019	<b>Item Number 4D</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Quarterly Financial Report – 6/30/19			
<u><b>Proposed Motion</b></u> Approve Farmington Quarterly Financial Report – 6/30/19			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> Farmington Quarterly Financial Report – 6-30-19			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

**FINANCIAL REPORT**  
**CITY OF FARMINGTON**  
**QUARTER ENDED JUNE 30, 2019**

Submitted by:  
Christopher M. Weber, Director of Finance and Administration

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 6-30-19

## BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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### GENERAL FUND:

Property Taxes	4,842,446.00	4,841,905.71	(540.29)	General Government	1,836,523.89	1,797,311.21	(39,212.68)
Licenses & Permits	182,100.00	206,263.83	24,163.83	Court	511,545.00	511,545.00	0.00
Federal Grants	125,817.00	31,333.00	(94,484.00)	Public Safety	3,995,010.00	3,868,612.81	(126,397.19)
State Shared Revenues & Grants	1,148,270.00	1,234,660.23	86,390.23	Public Services	1,448,188.37	1,273,830.41	(174,357.96)
Charges For Services	2,036,806.00	2,025,180.27	(11,625.73)	Health & Welfare	6,930.00	6,046.00	(884.00)
Fines & Forfeits	500,500.00	496,297.66	(4,202.34)	Community & Econ. Development	216,872.00	220,148.51	3,276.51
Other Revenue	209,478.00	301,153.13	91,675.13	Recreation & Cultural	759,159.88	677,745.88	(81,414.00)
Transfer, Capital Improvement Fund	176,403.00	0.00	(176,403.00)	Transfer, Nonvoted Debt Service	158,993.00	158,993.00	0.00
				Transfer, OPEB Debt Service	439,714.00	439,714.00	0.00
				Transfer, S/A Debt Fund	125,882.00	125,882.00	0.00
<b>Total Revenues:</b>	<b>9,221,820.00</b>	<b>9,136,793.83</b>	<b>(85,026.17)</b>	<b>Total Expenditures:</b>	<b>9,498,818.14</b>	<b>9,079,828.82</b>	<b>(418,989.32)</b>
Appropriation, Fund Equity	276,998.14	0.00		Transfer, Fund Equity	0.00	56,965.01	
<b>Total Revenues/Appr Fund Equity:</b>	<b>9,498,818.14</b>	<b>9,136,793.83</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>9,498,818.14</b>	<b>9,136,793.83</b>	

### CAPITAL IMPROVEMENT FUND:

Transfer, Theater Fund	0.00	0.00	0.00	Transfer, General Fund	176,403.00	0.00	(176,403.00)
Other Revenue	244,028.00	247,922.02	3,894.02	Transfer, Theater	25,000.00	25,000.00	0.00
<b>Total Revenues:</b>	<b>244,028.00</b>	<b>247,922.02</b>	<b>3,894.02</b>	<b>Total Expenditures:</b>	<b>201,403.00</b>	<b>25,000.00</b>	<b>(176,403.00)</b>
Appropriation, Fund Equity	0.00	0.00		Transfer, Fund Equity	42,625.00	222,922.02	
<b>Total Revenues/Appr Fund Equity:</b>	<b>244,028.00</b>	<b>247,922.02</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>244,028.00</b>	<b>247,922.02</b>	

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 6-30-19

## BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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### MAJOR STREET FUND:

State Shared Revenue	690,918.00	709,847.83	18,929.83	Operation & Maintenance	347,273.02	236,550.55	(110,722.47)
Contracts and Grants	102,575.00	71,669.82	(30,905.18)	Construction	415,028.00	358,482.65	(56,545.35)
Other Revenue	72,505.00	216,504.98	143,999.98	Debt Service	143,923.00	143,922.50	(0.50)
Transfer, Municipal Street Fund	15,000.00	0.00	(15,000.00)				
<b>Total Revenues:</b>	<b>880,998.00</b>	<b>998,022.63</b>	<b>117,024.63</b>	<b>Total Expenditures:</b>	<b>906,224.02</b>	<b>738,955.70</b>	<b>(167,268.32)</b>
Appropriation, Fund Equity	25,226.02	0.00		Transfer, Fund Equity	0.00	259,066.93	
<b>Total Revenues/Appr Fund Equity:</b>	<b>906,224.02</b>	<b>998,022.63</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>906,224.02</b>	<b>998,022.63</b>	

### LOCAL STREET FUND:

State Shared Revenue	292,387.00	299,345.81	6,958.81	Operation & Maintenance	264,026.67	253,844.48	(10,182.19)
Special Assessments	9,300.00	10,950.00	1,650.00	Construction	722,556.00	550,846.10	(171,709.90)
Other Revenue	3,000.00	4,587.91	1,587.91				
Transfer, Municipal Street Fund	603,646.00	484,429.58	(119,216.42)				
<b>Total Revenues:</b>	<b>908,333.00</b>	<b>799,313.30</b>	<b>(109,019.70)</b>	<b>Total Expenditures:</b>	<b>986,582.67</b>	<b>804,690.58</b>	<b>(181,892.09)</b>
Appropriation, Fund Equity	78,249.67	5,377.28	(72,872.39)	Transfer, Fund Equity	0.00	0.00	
<b>Total Revenues/Appr Fund Equity:</b>	<b>986,582.67</b>	<b>804,690.58</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>986,582.67</b>	<b>804,690.58</b>	

### MUNICIPAL STREET FUND:

Property Taxes	493,258.00	493,071.30	(186.70)	Transfer, Major Street Fund	15,000.00	0.00	(15,000.00)
State Shared Revenue	5,600.00	7,966.89	2,366.89	Transfer, Local Street Fund	603,646.00	484,429.58	(119,216.42)
Other Revenue	13,000.00	21,735.75	8,735.75				
<b>Total Revenues:</b>	<b>511,858.00</b>	<b>522,773.94</b>	<b>10,915.94</b>	<b>Total Expenditures:</b>	<b>618,646.00</b>	<b>484,429.58</b>	<b>(134,216.42)</b>
Appropriation, Fund Equity	106,788.00	0.00		Transfer, Fund Equity	0.00	38,344.36	
<b>Total Revenues/Appr Fund Equity:</b>	<b>618,646.00</b>	<b>522,773.94</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>618,646.00</b>	<b>522,773.94</b>	

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 6-30-19

BUDGETED FUNDS:							
REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)

**BROWNFIELD REDEVELOP AUTHORITY:**

Total Revenues:	3,130.00	3,477.53	347.53	Total Expenditures:	3,030.00	3,030.00	0.00
Appropriation, Fund Equity	0.00	0.00		Transfer, Fund Equity	100.00	447.53	
<b>Total Revenues/Appr Fund Equity:</b>	<b>3,130.00</b>	<b>3,477.53</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>3,130.00</b>	<b>3,477.53</b>	

**CORRIDOR IMPROVEMENT AUTHORITY:**

Total Revenues:	420.00	653.42	233.42	Total Expenditures:	5,000.00	0.00	(5,000.00)
Appropriation, Fund Equity	4,580.00	0.00		Transfer, Fund Equity	0.00	653.42	
<b>Total Revenues/Appr Fund Equity:</b>	<b>5,000.00</b>	<b>653.42</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>5,000.00</b>	<b>653.42</b>	

**DWTWN DEVELOPMENT AUTHORITY:**

Total Revenues:	682,270.00	674,546.28	(7,723.72)	Total Expenditures:	954,968.00	887,561.00	(67,407.00)
Appropriation, Fund Equity	272,698.00	213,014.72		Transfer, Fund Equity	0.00	0.00	
<b>Total Revenues/Appr Fund Equity:</b>	<b>954,968.00</b>	<b>887,561.00</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>954,968.00</b>	<b>887,561.00</b>	

<b>TOTAL BUDGETARY FUNDS REVENUE:</b>	<b>\$12,383,502.95</b>		<b>TOTAL BUDGETARY FUNDS EXPENDITURES:</b>	<b>\$12,601,894.95</b>			
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# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 6-30-19

## SUPPLEMENTAL INFORMATION:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
<b>WATER &amp; SEWER FUND:</b>							
Water & Sewer Sales	4,890,109.00	4,700,465.35	(189,643.65)	Operating & Maintenance	4,238,593.20	4,102,948.19	(135,645.01)
Service Fees	75,000.00	72,613.92	(2,386.08)	<b>Total O &amp; M Expenditures:</b>	<b>4,238,593.20</b>	<b>4,102,948.19</b>	<b>(135,645.01)</b>
Other Revenue	63,000.00	59,280.34	(3,719.66)	Capital Outlay	557,455.76	422,926.64	(134,529.12)
				Debt, Principal and Interest	326,893.00	326,892.61	(0.39)
<b>Total Revenues:</b>	<b>5,028,109.00</b>	<b>4,832,359.61</b>	<b>(195,749.39)</b>	Transfer, OPEB Debt Service	23,130.00	23,130.00	0.00
Appropriation, Fund Equity	117,962.96	43,537.83		<b>Capital &amp; Debt Outlays</b>	<b>907,478.76</b>	<b>772,949.25</b>	<b>(134,529.51)</b>
<b>Total O &amp; M/ Other Revenues:</b>	<b>5,146,071.96</b>	<b>4,875,897.44</b>		Transfer, Debt & Equity	0.00	0.00	
				<b>Total O &amp; M Exp.&amp; Trans Debt &amp; Equity</b>	<b>5,146,071.96</b>	<b>4,875,897.44</b>	

## FARMINGTON COMMUNITY THEATER FUND:

Admission/Rentals/Concessions	521,648.00	478,254.75	(43,393.25)	Operation & Maintenance	518,304.00	487,182.51	(31,121.49)
Other Revenue	18,469.00	18,956.41	487.41	<b>Total O &amp; M Expenditures:</b>	<b>518,304.00</b>	<b>487,182.51</b>	<b>(31,121.49)</b>
	25,000.00	25,000.00	0.00	Capital Outlay	38,145.00	34,240.16	(3,904.84)
<b>Total Revenues:</b>	<b>565,117.00</b>	<b>522,211.16</b>	<b>(42,905.84)</b>	<b>Total Capital Outlays</b>	<b>38,145.00</b>	<b>34,240.16</b>	<b>(3,904.84)</b>
Appropriation, Fund Equity	0.00	0.00		Transfer, Fund Equity	8,668.00	788.49	
<b>Total Financing Sources:</b>	<b>565,117.00</b>	<b>522,211.16</b>		<b>Total O &amp; M Exp.&amp; Trans Debt &amp; Equity</b>	<b>565,117.00</b>	<b>522,211.16</b>	

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> December 16, 2019	<b>Item Number 4E</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Quarterly Financial Report Court – 6/30/19			
<u><b>Proposed Motion</b></u> Approve Farmington Quarterly Financial Report Court – 6/30/19			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> Farmington Quarterly Financial Report Court – 6-30-19			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

**FINANCIAL REPORT**  
**47TH DISTRICT COURT**  
**QUARTER ENDED JUNE 30, 2019**

Distribution:

District Judges  
Court Administrator  
City Manager, Farmington Hills  
Finance Director, Farmington Hills  
City Council, Farmington  
City Manager, Farmington

Submitted by:  
Christopher M. Weber, Director of Finance and Administration

GL NUMBER	DESCRIPTION	BALANCE 06/30/2018	2018-19 AMENDED BUDGET	BEG. BALANCE 07/01/2018	END BALANCE 06/30/2019	AVAILABLE BALANCE	% BDT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Assets							
Dept 000.00							
136-000.00-001.000	CASH-GENERAL RECEIVING	379,529.24		379,529.24	275,292.06		
136-000.00-004.000	IMPREST CASH	1,950.00		1,950.00	1,950.00		
136-000.00-040.000	A/R MISCELLANEOUS	6,260.32		6,260.32	4,479.05		
136-000.00-071.001	DUE FROM FARMINGTON HILLS	0.00		0.00	222,480.00		
136-000.00-078.000	DUE FROM STATE OF MICHIGAN	264.93		264.93	984.15		
136-000.00-084.260	DUE FROM INDIGENT DEFENSE FUND	0.00		0.00	13,710.72		
136-000.00-102.000	PREPAID EXPENSES	9,957.00		9,957.00	19,072.27		
Total Dept 000.00		397,961.49		397,961.49	537,968.25		
TOTAL ASSETS		397,961.49		397,961.49	537,968.25		
Liabilities							
Dept 000.00							
136-000.00-202.000	ACCOUNTS PAYABLE, P O	45,404.51		45,404.51	51,285.41		
136-000.00-202.002	ACCOUNTS PAYABLE, ACCRUED	4,774.64		4,774.64	539.33		
136-000.00-214.101	DUE TO GENERAL FUND	13.63		13.63	28.50		
136-000.00-231.011	PAYROLL, LIFE INSURANCE	0.00		0.00	(382.69)		
136-000.00-257.000	ACCRUED WAGES	48,642.84		48,642.84	35,550.66		
Total Dept 000.00		98,835.62		98,835.62	87,021.21		
TOTAL LIABILITIES		98,835.62		98,835.62	87,021.21		
Fund Equity							
Dept 000.00							
136-000.00-368.000	NONSPENDABLE, INVENTORIES, PREPAIDS	9,957.00		9,957.00	19,072.27		
136-000.00-390.000	FUND BALANCE	(196.04)		81,991.01	(148,359.49)		
136-000.00-393.000	ASSIGNED FUND BALANCE, CAPITAL	207,177.86		207,177.86	428,413.09		
Total Dept 000.00		216,938.82		299,125.87	299,125.87		
TOTAL FUND EQUITY		216,938.82		299,125.87	299,125.87		
Revenues							
Dept 000.00							
136-000.00-539.901	STATE GRANT, DRUNK DRIVING	19,314.62	17,500.00		12,755.98	4,744.02	72.89
136-000.00-539.902	DRUG CASE MANAGEMENT	857.12	900.00		981.32	(81.32)	109.04
136-000.00-539.903	JUDGES, SALARY STD	91,448.00	91,448.00		91,448.00	0.00	100.00
136-000.00-539.904	DRUG COURT	4,513.30	5,000.00		4,886.65	113.35	97.73
136-000.00-664.000	INVESTMENT INCOME	4,762.80	3,000.00		9,274.66	(6,274.66)	309.16
136-000.00-671.000	REVENUES, OTHER	44,774.57	31,000.00		35,689.24	(4,689.24)	115.13
136-000.00-671.001	REVENUES, OTHER - PRODUCTION	2,742.34	0.00		0.00	0.00	0.00
136-000.00-674.400	COMMUNITY WORK PROGRAM	3,544.98	19,769.00		3,422.00	16,347.00	17.31
136-000.00-678.001	CONTRIBUTIONS, FARMINGTON	528,260.04	511,545.00		508,097.56	3,447.44	99.33
136-000.00-678.002	CONTRIBUTIONS FARMINGTON HILLS	2,523,501.00	2,669,705.00		2,651,768.16	17,936.84	99.33
136-000.00-679.000	HEALTH INSURANCE CONTRIBUTIONS	25,492.20	26,856.00		18,248.74	8,607.26	67.95

User: anorgard

PERIOD ENDING 06/30/2019

DB: Farmington

GL NUMBER	DESCRIPTION	BALANCE 06/30/2018	2018-19 AMENDED BUDGET	BEG. BALANCE 07/01/2018	END BALANCE 06/30/2019	AVAILABLE BALANCE	% BDTG USED
Fund 136 - 47TH DISTRICT COURT FUND							
Revenues							
Total Dept 000.00		3,249,210.97	3,376,723.00		3,336,572.31	40,150.69	98.81
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TOTAL REVENUES		3,249,210.97	3,376,723.00		3,336,572.31	40,150.69	98.81
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Expenditures							
Dept 000.00							
136-000.00-703.001	SALARIES, JUDGES	91,448.00	91,448.00		91,448.00	0.00	100.00
136-000.00-703.002	SALARIES, COURT ADMINISTRATORS	208,219.80	212,383.00		212,383.95	(0.95)	100.00
136-000.00-704.000	SALARIES, COURT REPORTERS	121,810.57	124,246.00		124,246.26	(0.26)	100.00
136-000.00-704.001	SALARIES, DEPUTY COURT CLERKS	632,947.87	640,196.00		636,356.97	3,839.03	99.40
136-000.00-704.002	SALARIES, COURT OFFICERS	101,281.34	105,813.00		105,825.06	(12.06)	100.01
136-000.00-704.003	SALARIES, PROBATION OFFICER	315,107.76	322,005.00		317,201.06	4,803.94	98.51
136-000.00-704.005	SALARIES, BUILDING MAINT	0.00	53,040.00		52,155.62	884.38	98.33
136-000.00-707.000	SALARIES, PART-TIME/TEMP	73,364.81	127,407.00		69,771.83	57,635.17	54.76
136-000.00-707.001	SALARIES, BLDG MAINT CWP	3,544.98	3,500.00		3,422.00	78.00	97.77
136-000.00-707.002	SALARIES, BLDG MAINT, PT	55,528.33	10,351.00		8,121.09	2,229.91	78.46
136-000.00-707.003	SALARIES, MAGISTRATE, PT	52,487.50	56,250.00		53,380.00	2,870.00	94.90
136-000.00-709.000	SALARIES, OVERTIME	889.44	1,500.00		2,300.23	(800.23)	153.35
136-000.00-714.000	SALARIES, ACCRUED BENEFITS	13,767.14	15,219.00		6,938.42	8,280.58	45.59
136-000.00-715.000	LONGEVITY PAY	84,482.91	91,759.00		91,759.15	(0.15)	100.00
136-000.00-719.000	FRINGE BENEFITS	1,305.00	1,545.00		987.50	557.50	63.92
136-000.00-719.004	INSURANCE ALLOWANCE	840.00	840.00		840.00	0.00	100.00
136-000.00-719.005	VEHICLE ALLOWANCE	3,600.00	3,600.00		3,600.00	0.00	100.00
136-000.00-720.007	PYMT IN LIEU OF HOSP INS	19,200.00	19,200.00		24,800.00	(5,600.00)	129.17
136-000.00-720.012	DEFINED CONTRIBUTION PLAN (RETIRES)	0.00	8,517.00		9,249.15	(732.15)	108.60
136-000.00-720.100	SOC SEC, EMPLOYER'S SHARE	123,506.83	139,626.00		128,051.18	11,574.82	91.71
136-000.00-720.200	COMPREHENSIVE MEDICAL INS	299,293.14	326,791.00		289,278.93	37,512.07	88.52
136-000.00-720.300	LIFE INSURANCE	15,482.56	16,739.00		21,810.13	(5,071.13)	130.30
136-000.00-720.400	RETIREMENT CONTRIBUTION	262,918.00	263,302.00		263,302.00	0.00	100.00
136-000.00-720.450	RETIREE HEALTHCARE CONTRIBUTION	58,154.00	57,466.00		57,466.00	0.00	100.00
136-000.00-720.500	WORKMEN'S COMPENSATION INS	8,279.00	11,473.00		8,563.00	2,910.00	74.64
136-000.00-720.600	OPTICAL	3,152.43	4,000.00		1,465.00	2,535.00	36.63
136-000.00-720.700	DENTAL	43,670.61	47,315.00		34,235.63	13,079.37	72.36
136-000.00-720.900	RETIREE HEALTH SAVINGS (RHS) PLAN	0.00	3,354.00		3,880.96	(526.96)	115.71
136-000.00-727.000	OFFICE SUPPLIES	20,246.71	24,500.00		24,121.86	378.14	98.46
136-000.00-728.000	POSTAGE, METER	15,991.62	16,000.00		15,955.24	44.76	99.72
136-000.00-733.000	RECORDS MANAGEMENT	511.60	1,000.00		1,119.48	(119.48)	111.95
136-000.00-735.000	LAW LIBRARY	7,210.40	7,517.00		7,322.71	194.29	97.42
136-000.00-740.500	NON-CAPITALIZED ASSETS	3,060.21	11,060.00		12,480.64	(1,420.64)	112.84
136-000.00-801.000	PROFESSIONAL SERVICES	6,194.43	5,000.00		5,070.00	(70.00)	101.40
136-000.00-801.002	PRO SERVICES, LABOR RELATIONS	268.25	4,000.00		125.50	3,874.50	3.14
136-000.00-802.101	WITNESS FEES	1,859.10	2,500.00		1,176.42	1,323.58	47.06
136-000.00-802.102	JURY FEES	552.90	3,450.00		0.00	3,450.00	0.00
136-000.00-802.104	INTERPRETER FEES	6,718.15	10,500.00		5,475.22	5,024.78	52.14
136-000.00-802.105	SUBSTITUTE COURT REPORTER	3,120.00	4,000.00		4,355.00	(355.00)	108.88
136-000.00-802.107	ACCOUNTING FEES	34,043.00	34,724.00		34,724.00	0.00	100.00
136-000.00-802.109	APPOINTED COUNSEL-C, R, 2	26,350.00	35,000.00		23,050.00	11,950.00	65.86
136-000.00-802.110	APPOINTED COUNSEL-C. R. 1	34,250.00	35,000.00		32,800.00	2,200.00	93.71
136-000.00-802.111	APPOINTED COUNSEL MIDC	0.00	0.00		(35,150.00)	35,150.00	100.00
136-000.00-806.101	AUDIT & ACCOUNTING FEES	14,550.00	15,025.00		15,025.00	0.00	100.00
136-000.00-818.000	CONTRACTUAL SERVICES	124,275.02	131,312.00		135,249.48	(3,937.48)	103.00
136-000.00-853.000	TELECOMMUNICATIONS	16,432.11	15,500.00		15,655.96	(155.96)	101.01
136-000.00-860.000	TRANSPORTATION	8,505.01	9,800.00		11,452.63	(1,652.63)	116.86
136-000.00-861.000	MILEAGE	1,566.88	2,000.00		1,635.76	364.24	81.79
136-000.00-920.000	PUBLIC UTILITIES	81,694.19	90,000.00		75,528.95	14,471.05	83.92

TRIAL BALANCE REPORT FOR CITY OF FARMINGTON  
 PERIOD ENDING 06/30/2019

GL NUMBER	DESCRIPTION	BALANCE 06/30/2018	2018-19 AMENDED BUDGET	BEG. BALANCE 07/01/2018	END BALANCE 06/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Expenditures							
136-000.00-934.000	MAINTENANCE, OFFICE EQUIPMENT	0.00	7,953.00		1,143.23	6,809.77	14.37
136-000.00-935.000	MAINT, BUILDINGS & GROUNDS	54,687.14	68,946.00		71,009.28	(2,063.28)	102.99
136-000.00-936.000	CLEANING & UNIFORMS	2,247.69	3,000.00		1,504.83	1,495.17	50.16
136-000.00-943.000	EQUIPMENT RENTAL	20,493.86	20,660.00		20,424.36	235.64	98.86
136-000.00-955.000	MEMBERSHIPS	4,761.00	6,363.00		5,770.00	593.00	90.68
136-000.00-956.000	MISCELLANEOUS EXPENSE	5,280.69	5,000.00		5,803.40	(803.40)	116.07
136-000.00-959.500	BANKING CHARGES	2,020.55	2,400.00		670.90	1,729.10	27.95
136-000.00-963.000	INSURANCE & BONDS	30,338.00	32,628.00		30,780.50	1,847.50	94.34
136-000.00-977.000	CAPITAL OUTLAY, EQUIPMENT	38,367.93	18,575.00		31,857.81	(13,282.81)	171.51
Total Dept 000.00		3,159,878.46	3,382,298.00		3,178,977.28	203,320.72	93.99
Dept 000.01 - DRUG COURT							
136-000.01-801.702	MI DRUG COURT	7,145.46	5,000.00		5,773.86	(773.86)	115.48
Total Dept 000.01 - DRUG COURT		7,145.46	5,000.00		5,773.86	(773.86)	115.48
TOTAL EXPENDITURES		3,167,023.92	3,387,298.00		3,184,751.14	202,546.86	94.02
Total Fund 136 - 47TH DISTRICT COURT FUND							
TOTAL ASSETS		397,961.49		397,961.49	537,968.25		
BEG. FUND BALANCE		216,938.82		299,125.87	299,125.87		
+ NET OF REVENUES & EXPENDITURES		82,187.05	(10,575.00)		151,821.17	(162,396.17)	1,435.66
= ENDING FUND BALANCE		299,125.87		299,125.87	450,947.04		
+ LIABILITIES		98,835.62		98,835.62	87,021.21		
= TOTAL LIABILITIES AND FUND BALANCE		397,961.49		397,961.49	537,968.25		

TRIAL BALANCE REPORT FOR CITY OF FARMINGTON  
 PERIOD ENDING 06/30/2019

GL NUMBER	DESCRIPTION	BALANCE 06/30/2018	2018-19 AMENDED BUDGET	BEG. BALANCE 07/01/2018	END BALANCE 06/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 260 - INDIGENT DEFENSE FUND							
Assets							
Dept 000.00							
260-000.00-001.000	CASH-GENERAL RECEIVING	0.00		0.00	124,654.84		
Total Dept 000.00		<u>0.00</u>		<u>0.00</u>	<u>124,654.84</u>		
TOTAL ASSETS		<u>0.00</u>		<u>0.00</u>	<u>124,654.84</u>		
Liabilities							
Dept 000.00							
260-000.00-214.136	DUE TO 47TH DISTRICT COURT	0.00		0.00	13,710.72		
260-000.00-339.000	DEFERRED REVENUE	0.00		0.00	110,282.67		
Total Dept 000.00		<u>0.00</u>		<u>0.00</u>	<u>123,993.39</u>		
TOTAL LIABILITIES		<u>0.00</u>		<u>0.00</u>	<u>123,993.39</u>		
Revenues							
Dept 000.00							
260-000.00-539.000	STATE GRANTS CONTROL	0.00	0.00		15,893.58	(15,893.58)	100.00
260-000.00-664.000	INVESTMENT INCOME	0.00	0.00		661.45	(661.45)	100.00
260-000.00-678.001	CONTRIBUTIONS, FARMINGTON	0.00	0.00		3,447.44	(3,447.44)	100.00
260-000.00-678.002	CONTRIBUTIONS FARMINGTON HILLS	0.00	0.00		17,991.84	(17,991.84)	100.00
Total Dept 000.00		<u>0.00</u>	<u>0.00</u>		<u>37,994.31</u>	<u>(37,994.31)</u>	<u>100.00</u>
TOTAL REVENUES		<u>0.00</u>	<u>0.00</u>		<u>37,994.31</u>	<u>(37,994.31)</u>	<u>100.00</u>
Expenditures							
Dept 000.00							
260-000.00-802.111	APPOINTED COUNSEL MIDC	0.00	0.00		35,150.00	(35,150.00)	100.00
260-000.00-977.000	CAPITAL OUTLAY, EQUIPMENT	0.00	0.00		2,182.86	(2,182.86)	100.00
Total Dept 000.00		<u>0.00</u>	<u>0.00</u>		<u>37,332.86</u>	<u>(37,332.86)</u>	<u>100.00</u>
TOTAL EXPENDITURES		<u>0.00</u>	<u>0.00</u>		<u>37,332.86</u>	<u>(37,332.86)</u>	<u>100.00</u>
Total Fund 260 - INDIGENT DEFENSE FUND							
TOTAL ASSETS		<u>0.00</u>		<u>0.00</u>	<u>124,654.84</u>		
BEG. FUND BALANCE		0.00		0.00	0.00		
+ NET OF REVENUES & EXPENDITURES					661.45	(661.45)	100.00
= ENDING FUND BALANCE		0.00		0.00	661.45		
+ LIABILITIES		0.00		0.00	123,993.39		
= TOTAL LIABILITIES AND FUND BALANCE		<u>0.00</u>		<u>0.00</u>	<u>124,654.84</u>		

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> December 16, 2019	<b>Item Number 4F</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Monthly Payments Report – November 2019			
<u><b>Proposed Motion</b></u> Approve Farmington Monthly Payments Report – November 2019			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> AP Monthly Payments Report 113019			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



# CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

**MONTH OF NOVEMBER 2019**

<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 264,546.53
202	MAJOR STREET FUND	\$ 87,031.88
203	LOCAL STREET FUND	\$ 101,710.37
401	CAPITAL IMPROVEMENT MILLAGE	\$ 1,725.65
592	WATER & SEWER FUND	\$ 298,789.52
595	FARMINGTON COMMUNITY THEATER FUND	\$ 17,552.66
640	DPW EQUIPMENT REVOLVING FUND	\$ 11,160.01
701	AGENCY FUND	\$ 1,815.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 63,732.02
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 848,063.64</b>
136	47TH DISTRICT COURT FUND	\$ 60,790.33
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 25,577.28
260	INDIGENT DEFENSE FUND	\$ 9,217.40
290	FRIENDS OF THE GOVERNOR WARNER MANSION	\$ 279.00
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 95,864.01</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 943,927.65</b>

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

## CITY OF FARMINGTON - ACH PAYMENTS REPORT

**MONTH OF NOVEMBER 2019**

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #10	9,710.99
Agency Tax	Oakland County	Tax Payment #10	18,874.41
Agency Tax	Farmington Comm. Library	Tax Payment #10	1,163.38
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	243,705.72
General Fund	Federal Gov't	W/H & FICA Payroll	88,685.01
General Fund	MERS	October Transfer	64,777.93
General Fund	MERS HCSP	October Transfer	4,652.05
General Fund	ICMA	ICMA Plans - City & Dept. Head	27,784.98
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,998.40
	<b>TOTAL CITY ACH TRANSFERS</b>		<b>461,352.87</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	90,450.08
Court Fund	Federal Gov't	W/H & FICA Payroll	31,528.03
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,838.40
Court Fund	ICMA	Health Savings/401 Accounts	17,341.24
	<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>		<b>141,157.75</b>



# FARMINGTON PUBLIC SAFETY DEPARTMENT

23600 Liberty Street  
Farmington, MI 48335  
248-474-4700

Frank J. Demers, Public Safety Director



## MONTHLY PUBLIC SAFETY REPORT NOVEMBER, 2019

### October 28, through November 3, 2019

#### CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
225	114	18	0	13

#### ARREST TYPE & QUANTITY

OWI	OID	DWLS	WARRANT	FELONY
0	0	3	3	0

#### SUMMARY OF NOTABLE INCIDENTS

##### Harassing Communication

On 10/29/2019 a Power Rd resident came into the Farmington Police Department to report that her children’s father has been harassing the complainant via text message. A report was filed documenting the incident.

##### Suspicious Person

On 10/29/2019 an officer responded to a Law Office on Grand River for a late report of a man who has been sleeping at the Company porch. Upon arrival the officer learned that an employee had observed a white male sleeping on the porch when she arrived to work. Upon finding the man, the employee ordered the man to leave. As the man left, he kicked a brick in the lawn towards the house, a brick that was previously used to weigh down a mailbox that customers sometimes leave payment in. From the employee’s description of the man, the officer recognized him as a local homeless man. The man was confronted at a later date and issued a no trespassing order for the business.

##### Animal Put to Sleep

On 10/30/2019 an officer responded to a car/deer accident where the officer had to dispatch the deer.

**Stolen Auto**

On 10/30/2019 a Milford resident came into the Farmington Police Department to report that his 1974 Volkswagen Beetle had been stolen sometime between October 1<sup>st</sup> and October 22<sup>nd</sup> from the Farmington Professional Auto Care lot. The complainant advised that he had left his vehicle unlocked and with the keys under the driver’s floor mat so that the mechanics could work on his car. The case was forwarded to the Detective Bureau for further investigation.

**Fraud**

On 11/01/2019 an officer responded to a home on LeeLane for a report of a fraud. Upon arrival the officer learned that the complainant had responded to an online ad requesting him to advertise Mountain Dew on his vehicle with graphics. The complainant advised that he received a check for \$2,100 and was instructed to purchase three \$500 Amazon gift cards and provide them to a third party. The complainant did as instructed, but soon learned that the check was fraudulent.

**Larceny / Illegal Use Credit Card**

On 11/01/2019 a Cloverdale resident came into the Farmington Police Department to report that her step son had stolen money and her credit card from her Cloverdale residence. The complainant further advised that her step son then used the credit card at several area businesses. The complainant wanted the incident documented only.

**Identity Theft**

On 11/02/2019 a Cloverdale resident came into the Farmington Police Department to report that an unknown person had attempted to open a Target credit card in his name.

**November 4, through November 10, 2019**

**CALL TYPE & QUANTITY**

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
207	105	16	3	2

**ARREST TYPE & QUANTITY**

OWI	OUID	DWLS	WARRANT	FELONY
1	0	4	6	1

**SUMMARY OF NOTABLE INCIDENTS**

**Neighbor Complaint**

On 11/4/2019 an officer was dispatched to a report of a neighbor complaint at a home on Robinwood. Upon arrival the officer spoke with the complainant who advised that her

neighbor's lawn crew had blown some of the leaves onto her property and that she wanted the incident documented.

#### **Lost Passport**

On 11/04/2019 a Brittany Hill Ct resident came into the police department to report that she could not find her passport. The complainant suspects that her estranged husband may be responsible for the passport being missing. Officers interviewed the estranged husband and he denied doing anything to the passport.

#### **Bench Warrant**

On 11/05/2019 an officer on patrol observed a man that had been suspected of trespassing at a Lawyer's Office the week prior. The officer stopped the man to serve him with a no trespassing order and noted that the man has a warrant for his arrest for committing a retail fraud at the Farmington Ace Hardware. The man was arrested on the warrant and housed at the Farmington Jail.

#### **Retail Fraud**

On 11/05/2019 a Farmington Hills resident came into the police department to report that an unknown person had stolen a necklace from her booth during the Farmington Farmer's Market. The complainant advised that the incident occurred on October 5<sup>th</sup> but that she has not had an opportunity to file the police report until this date.

#### **Odor of Smoke**

On 11/05/2019 Officers and Engine 1 responded to the Greene's Hamburgers Restaurant for a report of smoke in the building. Upon arrival, officers noted that the ventilation hood was not working properly. The building was turned over to the owner and advised to have the hood fixed before reopening.

#### **Identity Theft**

On 11/06/2019 a Brookdale St. resident came into the police department to report that an unknown person attempted to have the complainant's paychecks routed to a different bank. The complainant advised that the unknown suspect contacted the complainant's employer, pretending to be her. The company contacted the complainant and advised her of the attempt.

#### **Discharge of BB Rifle**

On 11/06/2019 officers were dispatched to the Riverglen Condo complex for a report of a rifle being pointed out of a window. Upon arrival, officers learned that the suspect was an 88 year old female who was trying to shoot a squirrel. The elderly female was advised of the city ordinance prohibiting the discharge of a BB gun in the city. On 11/07/2019 officers returned to the residence due to a second complaint of the elderly female pointing the BB gun out the window. This time, officers confiscated the rifle and contacted the woman's son. The son advised that his mother will stop violating the ordinance.

**Fraud**

On 11/08/2019 a Shiawassee Ave resident came into the police department to report that she had been the victim of a scam. The resident advised that she was contacted by someone claiming to be from DirecTV who advised that if she provided them with \$360 of E-Bay gift cards, that she would receive two years of DirecTV service. The woman advised that she provided the scammer with the gift cards, but never received the service. The case was forwarded to the Detective Bureau for further investigation.

**Operate While Intoxicated, 3<sup>rd</sup> Offense**

On 11/09/2019 an officer was dispatched to a report of a vehicle blocking traffic at Freedom and Farmington Rd. Upon arrival, the officer located the vehicle stopped in the middle of the road with the driver passed out behind the wheel. The officer woke the man who exhibited signs of intoxication. The man failed several sobriety exams and was subsequently arrested for OWI. The driver was transported to the Farmington jail where he submitted to a Datamaster Breath Test. The driver's blood alcohol level was a .18 and he has two prior convictions for OWI.

## November 11, through November 17, 2019

**CALL TYPE & QUANTITY**

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
204	112	18	1	3

**ARREST TYPE & QUANTITY**

OWI	OUID	DWLS	WARRANT	FELONY
1	0	2	2	1

**SUMMARY OF NOTABLE INCIDENTS**

**Civil Matter**

On 11/11/2019 a Livonia resident came into the Police Department to report that she believes that she may have been a victim of a scam. The complainant advised that in September she had attended an auction at the American Legion on Grand River Ave where she purchased numerous pieces of art. The complainant took the items home and now believes that the items were fraudulent replicas. The complainant put a stop payment on the \$2,000 check that she had written to the auction company and was soon contacted by the company who demanded payment. The investigating officer contacted the company and arranged to have the items returned.

### **Malicious Destruction of Property**

On 11/12/2019 officers responded to the Phone Repair Store on Grand River for a report of a tire that had been slashed. Upon arrival officers learned from the victim that he had been working at his store when he heard a loud popping sound outside of his building. The victim went to investigate and observed a young black male kneeling down next to the victim's vehicle. The victim went to confront the male who took off running to a silver SUV and then fled the scene. The victim noticed that his vehicle's tire had been slashed and called the police. The case was forwarded to the Detective Bureau for further investigation.

### **Identity Theft**

On 11/13/2019 a Glenview St. resident came into the Police Department to report that she had been the victim of an identity theft. The complainant further advised that she had received a notice from Discover Card that her application had been approved for credit. The complainant contacted Discover Card to learn that an unknown person had applied for a credit card in the victim's name. At that point the victim decided to report the incident to the police.

### **Larceny in a Building**

On 11/14/2019 an officer was dispatched to the Medilodge Healthcare Facility for a report of a larceny. Upon arrival the officer met with the victim who is an employee. The victim advised that she had placed her purse in a locker in the facility locker room and returned to it to discover her credit card and cash missing. The victim contacted her credit card and learned that several fraudulent charges had been made to her card. The case was forwarded to the Detective Bureau for further investigation.

### **Retail Fraud**

On 11/16/2019 Officers were dispatched to the 7-11 at Grand River Ave and Drake for a report of a young male who had stolen cigars from the business. Upon arrival an officer checked the area and found the suspect hiding behind a dumpster at the Auto Zone. The officer noticed that the suspect had a cigar peeking out from his right coat pocket. The suspect was intoxicated and denied stealing anything from the store. The officer retrieved the three stolen cigars from the man's coat pocket as well as two 7-11 ice cream treats. The man was arrested for Retail Fraud and processed at the Farmington Jail. The man was released with a ticket.

### **Operating While Intoxicated – Second Offense**

On 11/16/2019 an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake for improper lane use after a witness called 9-1-1 about a possible OWI driver. The officer approached the driver and noted that the driver exhibited signs of intoxication. The driver failed several sobriety exams and was subsequently arrested for operating while intoxicated. The driver refused to submit to a Datamaster Breath Test so a search warrant for his blood was sought. The driver was housed at the Farmington Jail until sober. The driver has a prior conviction for OWI out of the 39<sup>th</sup> District Court and is charged with OWI 2<sup>nd</sup> Offense.

## November 18, through November 24, 2019

### CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
219	125	16	7	4

### ARREST TYPE & QUANTITY

OWI	OUID	DWLS	WARRANT	FELONY
3	0	4	2	0

### SUMMARY OF NOTABLE INCIDENTS

#### Wires Down

On 11/18/2019 Officers and Engine 1 responded to the area of Lilac and Astor for a report of a possible blown transformer or wires down. Upon arrival officers learned from the complainant that he had heard a loud explosion in the area and believes that it was a transformer blowing. Officers checked the area but were not able to locate a blown transformer or a wire down.

#### Assist Other Governmental Agency

On 11/19/2019 an officer was dispatched to the 23000 block of Wesley St. for a possible larceny of mail. Upon arrival the officer learned from the complainant that he had not received 5 separate checks that he was expecting in the mail and that he suspects that they were stolen. A report was filed and turned over to the US Postal Service for further investigation.

#### Operate While Intoxicated

On 11/20/2019 Officers were dispatched to the 23000 block of Maple Ave. for a report of a male subject refusing to leave a residence. Upon arrival, an officer spotted a Grey Jeep leaving the residence. The officer stopped the vehicle and noted that the driver showed signs of intoxication. The male driver failed several sobriety exams and was arrested for operating while intoxicated. Officers interviewed the complainant who advised that the driver had dropped off a family member at the residence and refused to leave until the police were already on the way. The driver was held at the Farmington Jail until sober.

#### Attempt Fraud

On 11/21/2019 Officers responded to the Chase Bank on Farmington Rd. for a report of an attempt fraud. Upon arrival officers learned from Bank personnel that a customer was attempting to withdraw her savings because she had received a phone call from an unknown individual claiming to be law enforcement. Officers spoke with the woman who advised that she had received a phone call from an unknown person claiming to be from the Social Security



Administration. The suspect advised the woman that she needed to pay the Social Security Administration or she would be arrested by the police. The woman was educated about this common scam and given information on how to protect her identity.

### **Customer Trouble**

On 11/21/2019 an officer responded to the Marathon Gas Station on Grand River Ave for a report of a threats complaint. Upon arrival the officer learned that a customer had called the business because he was unhappy with tires that he had purchased. The customer had called the business and had a threatening tone so management wanted the man advised that he was not welcome to the business. The officer contacted the man and advised him that he would be arrested for trespassing should he return to the business and that if he is unhappy with the service he received than he should sue in civil court.

### **Fraud – Swindle**

On 11/22/2019 Officers responded to the Valero Gas Station at Grand River and Orchard Lake for a possible strong arm robbery. Upon arrival officers interviewed the victim who advised that he had met with an ex-coworker of his who was selling \$400 worth of Home Depot gift cards for \$200. Upon meeting with the suspect, the victim gave the suspect \$120 worth of cash. The suspect advised that he needed \$150 so the victim returned to his vehicle to retrieve the remaining \$30. At that point the suspect got back into his car and drove away. The victim checked the gift cards and learned that no money was placed on the gift cards. The case was forwarded to the detective bureau for further investigation.

### **Larceny in a Building**

On 11/22/2019 a Smithfield resident reported that he suspects his babysitter has stolen several items from the victim's home. The investigating officer checked pawn shop records and noted that the babysitter had pawned several of the victim's property at a Southfield jewelry store. The case is being investigated by the detective bureau.

### **Operate While Intoxicated – Second Offense**

On 11/23/2019 a Sergeant on patrol stopped a vehicle for speeding on Grand River Ave near School St. Upon approaching the driver the Sergeant noted that the driver exhibited signs of intoxication. The driver failed several sobriety exams and was subsequently arrested for OWI. The driver submitted to a Datamaster Breath Test with a result of a .19 BAC. The driver was housed until sober. The driver has a previous conviction for OWI out of Plymouth.

### **Operate While Intoxicated**

On 11/24/2019 an Officer on patrol stopped a vehicle in the area of Grand River Ave and Oakland for driving the wrong way on a one way street and for disobeying the no turn on red sign. Upon approaching the driver the officer noted that she exhibited signs of intoxication. The driver failed several sobriety exams and was subsequently arrested for OWI. The driver submitted to a Datamaster Breath Test with a result of a .10 BAC. The driver was housed until sober.

## November 25, through December 1, 2019

### CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
183	80	15	5	1

### ARREST TYPE & QUANTITY

OWI	OUID	DWLS	WARRANT	FELONY
0	0	1	1	1

### SUMMARY OF NOTABLE INCIDENTS

#### Missing Juvenile Located

On 11/26/2019 officers assisted a neighboring police agency who was investigating a missing juvenile report. The neighboring police agency had information to believe that the juvenile was in the City of Farmington. Officers were able to locate the juvenile in the area of Oakland and Gill. The juvenile was turned over to the other agency.

#### Harassing Communications

On 11/27/2019 a Farmington resident reported at the front desk that her ex-boyfriend has been contacting her teenage children despite being told repeatedly to stop. The investigating officer contacted the Royal Canadian Mounted Police and requested that they make contact with the ex-boyfriend, who lives in British Columbia. Contact was made and the man was told to stop.

#### Dumpster Fire

On 11/28/2019 Officers responded with Engine 1 to the Detroit Eatz Restaurant on Grand River Ave for a report of a dumpster fire. Upon arrival officers extinguished the fire.

#### Illegal Use of Credit Card

On 11/29/2019 a Farmington resident reported at the police desk that an unknown person had used her credit card at Apple.com to purchase \$475 worth of items. The victim cancelled her credit card and disputed the charges with her bank. The victim contacted Apple and learned that the items were picked up at a store and that the store has video of the incident. The report was forwarded to the Detective Bureau for further investigation.

MONTHLY PUBLIC SAFETY REPORT  
OCTOBER 2019

**Retail Fraud**

On 11/30/2019 this department received information that a retail fraud (shoplifting) had occurred at the Nankin Hobby Shop on Nine Mile Rd. Upon arrival to the business, the investigating officer learned that the suspect entered the business and stole a \$280 remote control kit. The report was turned over to the Detective Bureau for further investigation.

**Monthly Training**

During the month of November, all public safety officers participated in scenario-based use of force training. In addition, all staff completed mandatory the following medical-based training courses:

- Oakland County Medical Control Knowledge Assessments
- Safe Patient Lifting & Handling Training

MONTHLY PUBLIC SAFETY REPORT  
OCTOBER 2019

Crime Part	Crime Category	Nov-2019	Oct-2019	Percent Change	YTD 2019	YTD 2018	Percent Change
A	ASSAULT - AGGRAVATED	1	0	-	4	7	-42.9%
A	ASSAULT - SIMPLE	4	7	-42.9%	31	25	24.0%
A	BURGLARY - ALL OTHER	0	0	-	11	1	1,000.0%
A	BURGLARY - RESIDENTIAL	1	1	0.0%	6	1	500.0%
A	DAMAGE TO PROPERTY	2	1	100.0%	18	11	63.6%
A	DRUG OFFENSES	0	0	-	9	131	-93.1%
A	EMBEZZLEMENT	0	0	-	4	3	33.3%
A	FORGERY / COUNTERFEITING	0	0	-	6	0	-
A	FRAUD	5	2	150.0%	39	19	105.3%
A	INTIMIDATION / STALKING	0	3	-100.0%	16	3	433.3%
A	LARCENY - ALL OTHER	3	2	50.0%	31	27	14.8%
A	LARCENY - FROM AUTO (LFA)	1	1	0.0%	25	16	56.3%
A	LARCENY - RETAIL FRAUD	2	2	0.0%	12	7	71.4%
A	MOTOR VEHICLE THEFT / FRAUD	0	1	-100.0%	5	4	25.0%
A	SEX CRIME (VIOLENT)	0	0	-	3	3	0.0%
A	STOLEN PROPERTY	0	0	-	0	1	-100.0%
A	WEAPONS OFFENSE	0	1	-100.0%	8	4	100.0%
A	<b>Total</b>	<b>20</b>	<b>21</b>	<b>-4.8%</b>	<b>229</b>	<b>263</b>	<b>-12.9%</b>
B	ALL OTHER OFFENSES	1	1	0.0%	15	28	-46.4%
B	FAMILY OFFENSE	0	1	-100.0%	4	0	-
B	FRAUD	0	2	-100.0%	12	6	100.0%
B	HEALTH AND SAFETY	1	2	-50.0%	10	2	400.0%
B	LIQUOR LAW VIOLATION	1	4	-75.0%	26	26	0.0%
B	MISSING PERSON / RUNAWAY	0	1	-100.0%	2	1	100.0%
B	OBSTRUCTING JUSTICE	4	3	33.3%	17	31	-45.2%
B	OBSTRUCTING POLICE	0	0	-	9	7	28.6%
B	OUI OF LIQUOR / DRUGS	5	6	-16.7%	70	64	9.4%
B	PUBLIC PEACE	2	0	-	18	10	80.0%
B	TRESPASSING / INVASION OF PRIVACY	0	0	-	3	31	-90.3%
B	<b>Total</b>	<b>14</b>	<b>20</b>	<b>-30.0%</b>	<b>186</b>	<b>206</b>	<b>-9.7%</b>
C	ACCIDENT	16	31	-48.4%	293	261	12.3%
C	ALL OTHER OFFENSES	792	802	-1.2%	9,457	8,790	7.6%
C	ASSIST OTHER LAW ENFORCEMENT AGENCY / ARREST	0	0	-	0	1	-100.0%
C	CITATION	16	22	-27.3%	302	258	17.1%
C	FAMILY OFFENSE	5	16	-68.8%	65	52	25.0%
C	MISSING PERSON / RUNAWAY	1	2	-50.0%	12	3	300.0%
C	MOTOR VEHICLE THEFT / FRAUD	0	0	-	3	2	50.0%
C	SUSPICIOUS	38	41	-7.3%	552	557	-0.9%
C	WARRANT	15	19	-21.1%	313	354	-11.6%
C	<b>Total</b>	<b>883</b>	<b>933</b>	<b>-5.4%</b>	<b>10,997</b>	<b>10,278</b>	<b>7.0%</b>
D	ALL OTHER OFFENSES	34	45	-24.4%	483	477	1.3%
D	CITATION	1	0	-	3	4	-25.0%
D	<b>Total</b>	<b>35</b>	<b>45</b>	<b>-22.2%</b>	<b>486</b>	<b>481</b>	<b>1.0%</b>
E	ALL OTHER OFFENSES	17	8	112.5%	277	366	-24.3%
E	<b>Total</b>	<b>17</b>	<b>8</b>	<b>112.5%</b>	<b>277</b>	<b>366</b>	<b>-24.3%</b>

MONTHLY PUBLIC SAFETY REPORT  
OCTOBER 2019

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: Dec. 16, 2019</b>	<b>Item Number 4H</b>
<b>Submitted by: Melissa Andrade</b>		
<b><u>Agenda Topic:</u> Board of Review pending vacancy</b>		
<b><u>Proposed Motion:</u> NA</b>		
<p><b><u>Background:</u></b> Deborah Thams has expressed that she does not wish to renew her term on the Board of Review when it expires on Dec. 31, 2019. She has served since 2016.</p> <p>We will post this opening tomorrow. This is a 3-year term.</p> <p>The Board of Review is established pursuant to the General Property Tax Act of Michigan. The primary function of the Board of Review is to review the assessment roll prepared by the Assessor, to hear appeals from property owners regarding their assessments, to consider poverty exemptions, and to make corrections regarding names and homestead exemptions. The City of Farmington contracts with the Oakland County Equalization Department for Assessor Services.</p>		
<b><u>Materials:</u> None</b>		

**Farmington City Council  
Staff Report**

**Council Meeting**  
**Date:** December 16, 2019

**Item  
Number**  
**4I**

**Submitted by:** City Manager

**Agenda Topic:** Extension of Intergovernmental Agreement between the City and the DDA

**Proposed Motion:** Approve 1-year extension of Intergovernmental Agreement between the City and the DDA

**Background:** The intergovernmental agreement between the City and the DDA for management of the city properties at 33104 Grand River and 33107 Thomas Street is due to expire on January 31, 2020. In accordance with section 3; Renewal, on page 2 of the agreement, the parties can renew the agreement in one-year intervals after the initial two-year period. The City Manager and DDA Director both are recommending that the agreement be extended for another year.

**Materials:** The Intergovernmental Agreement for Management of City owned properties between the City and the DDA.

**INTERGOVERNMENTAL AGREEMENT**

**FOR MANAGEMENT OF PROPERTIES**

**BETWEEN**

**CITY OF FARMINGTON**

**AND**

**FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY**

This Agreement ("Agreement") is entered into as of the date of the last signature below and is between the City of Farmington ("City"), whose address is 23600 Liberty Street, Farmington, MI 48335, and the Farmington Downtown Development Authority ("DDA") whose address is 23600 Liberty, Farmington, MI, 48335, for the purpose of providing property management services to the City.

**RECITALS**

**WHEREAS**, the City of Farmington has purchased properties located at 33107 Thomas Street and 33104 Grand River Avenue, within the DDA downtown area (the "Properties"); and

**WHEREAS**, both Properties are improved with buildings, one of which is divided into two levels, with the lower level currently being partially leased and occupied for business purposes and the upper level most recently rented out for single-family residential use, and the other of which was most recently rented out for single-family residential use; and

**WHEREAS**, the City purchased the Properties in an area where a pass-through from Grand River Avenue to Thomas Street is contemplated sometime in the future; however, the City currently has no plans to demolish the structures or to construct such a pass-through; and

**WHEREAS**, in order to defray the cost of holding such properties pending a determination of future use or development, the City is interested in leasing or continuing to lease both Properties; and

**WHEREAS**, the DDA is uniquely suited to provide, or oversee, property management services with regard to the two Properties, and is willing to do so upon certain terms and conditions.

**NOW, THEREFORE THE FOLLOWING TERMS ARE HEREBY AGREED UPON BY THE FARMINGTON CITY COUNCIL AND THE FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF DIRECTORS.**



1. **Scope of Work**

The DDA shall generally be responsible for managing the Properties, and as compensation for such service shall be entitled to keep the rents received from any leasing of the buildings, subject to the limitations and obligations set forth herein.

More specifically, the DDA shall be responsible for:

- Evaluating, recommending, and overseeing all maintenance and repairs of the properties, including, but not limited to, the condition of the structures, utility, yard, driveway, sidewalk, and other related improvements.
- Making all reasonable efforts to obtain and keep desirable tenants for the property, including preparing adequate advertising and rental listings, and preparing and reviewing leases.
- Collecting rents and other income from tenants and others, and keeping appropriate accounting records relating to same.
- Preparing, evaluating, and recommending to the City contracts for utility services and property management services, if required.
- Paying all rental related expenditures including property management fees, property taxes, insurance, maintenance, and utilities.
- Making all capital expenditures and costs in connection with the properties to make them habitable, and keep them in reasonable condition for leasing. This includes paying for any and all required repairs.

The City shall remain the fee title owner of the Properties, and be responsible for reviewing and approving all agreements related to the properties.

2. **Term of the Agreement** – The agreement shall be for a two-year period beginning January 31, 2018 and terminating January 31, 2020.
3. **Renewal** – The parties may renew the agreement in one-year intervals after the initial two-year period.
4. **Termination** - Either party may terminate the agreement with or without cause by providing the other party with notice its intent at least four months (120 days) prior to the termination date, or by providing four months' (120 days') notice during the course of the agreement.
5. **Compensation** – The DDA shall, in exchange for the services and responsibilities set forth herein, be entitled to keep and retain all rents received from the leasing of the buildings on the Properties, subject only to the requirement to pay the City an annual fee of \$4,500, payable from such rents, annually on January 31; provided, however, that the amount of the fee shall not exceed the annual rents actually received.

6. **Assignments** - The DDA's obligations under this Agreement may not be assigned except with the written approval of the City.
7. **Notices** - Notices under this Agreement shall be to the Farmington City Clerk and the Farmington DDA President.
8. **Amendments** - Amendments of this Agreement shall be in writing, approved by concurrent resolutions of the Farmington City Council and DDA Board of Directors, and be signed by authorized representatives of the Parties.
9. **Severability** - If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
10. **Applicable Law** - This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
11. **No Waiver** - Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
12. **Compliance with Laws** - Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
13. **Entire Agreement** - This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
14. **Filing** - As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

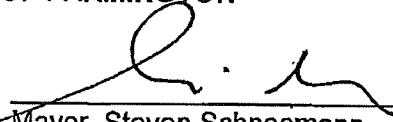
**IN WITNESS WHEREOF**, and pursuant to the concurrent resolutions adopted by City of Farmington Hills City Council and the City of Farmington City Council, approving and

authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

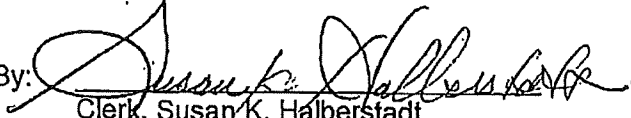
[Signatures on next page]

CITY OF FARMINGTON

Dated: \_\_\_\_\_


By:   
Mayor, Steven Schneemann

Dated: 2/27/18

By:   
Clerk, Susan K. Halberstadt

FARMINGTON DDA

Dated: 2/27/18

By:   
President,

Dated: 2-27-18

By:   
Secretary,

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: Dec. 16, 2019</b>	<b>Item Number 4J</b>
<b>Submitted by: Melissa Andrade</b>		
<b>Agenda Topic:</b> Accept the resignation of Stephanie Clement from the Farmington Downtown Development Authority		
<b>Proposed Motion:</b> Accept the resignation of Stephanie Clement from the Farmington Downtown Development Authority		
<b>Background:</b> Stephanie Clement has requested to resign from the DDA board of directors because the store she manages, Dress Barn, is closing. Stephanie held a business representative seat on the DDA. Her term was to expire on Feb. 28, 2020.  DDA terms are four years.  When appointing a replacement for Stephanie, council can consider a motion that would include both finishing the current term, which ends in two months, and adding the next term, for a term to end Feb. 28, 2024.		
<b>Materials:</b> Letter of resignation		

**In an email to Kate dated Dec. 12, 2019:**

Dear Kate,

Please accept this letter my formal resignation as a DDA Board Member and Secretary, effective immediately.

I understand that by dressbarn closing, I am no longer employed by a business in the downtown district, therefore rendering me unable to sit on the board.

I have thoroughly enjoyed being a part of the team and becoming more involved in all the happenings downtown. I look forward to seeing all the great things you all as a board continue to make happen downtown!

Sincerely,

Stephanie Clement

**Farmington City Council  
Staff Report**

**Council Meeting  
Date: December 16, 2019**

**Item  
Number  
6A**

**Submitted by: Melissa Andrade**

**Agenda Topic:**

Special Event Application: Farmington Hills Optimist Club presents: Childhood Health & Wellness Run/Walk

**Proposed Motion:**

Move to approve the Farmington Hills Optimist Club special event application for a Childhood Wellness/Cancer Run/Walk on Saturday, May 16, 2020 through City of Farmington neighborhoods as proposed in the submitted map.

**Background:**

This is the second year for this event and the routes are the same as last year. Public Safety reviewed the route and recommend two overtime officers be placed at the road crossings.

The Optimist Club is planning to use the Heeney Sundquist parking lot for staging, but if there is a funeral that day, would like to use the North Lot.

**Materials:** Application & map

**CITY USE ONLY**

Approval Needed:

- City Manager
- City Council

- Approved
- Denied



## 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.



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.

Pamela M. Batch  
Date

December 8, 2019  
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: Farmington/Farm Hills + Plymouth-Canton Optimist clubs

Individual/Organization Phone: Pamela Batcho 734-502-5776/Roxanne Fitzpatrick 248-470-3584

Individual/Organization Address: Farmington Hills Optimist Club P.O. Box 2203 Farm Hills, MI 48333

Organization's Contact: Pamela Batcho/Roxanne Fitzpatrick Phone: 734-502-5776/248-470-3584

pmbatcho@gmail.com

Contact's Title: MI Dist CHW chair/FHOC Run chair E-mail: R.Fitz@KW.com

Address: Pamela 24693 Ravine Circle, Apt 105, FH, MI 48335  
Roxanne 30255 Fiddlers Green FH, MI

Event Name: Optimist Run/Walk for Childhood Health + Wellness

- 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)

EVENT to raise funds and awareness of Optimist programs for childhood Health + Wellness. Includes but is not limited to, Childhood Cancer mental Health + suicide prevention, dental health.

Riley Park Permit Fee:

\$100 residents/\$200 non-residents

Event Purpose: Raise funds for Optimist programs

Event Dates: May 16, 2020

Event Times: Registration 8:00-9:45am Run/Walk start 10am

Event Location: behind Cowley + Sons 33338 Grand River Ave Farmington

Number of People Expected: 150-200

Contact Person on Day of Event: Pamela Batcho

Phone: 734-502-5776

Email pmbatcho@gmail.com

Estimated Time of Setup: 7:00 am

Estimated Time of Cleanup: 1:00 pm

Crowd Control Plans:

Volunteers will keep Runners, Walkers + Spectators on sidewalks and in parking lots along route.

Sidewalk use?  YES  NO

If yes, describe sidewalk use:

See attached map

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

YES  NO

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

Lot behind Crowley & Sons

*If no funeral, using Heerney Sundquist parking lot.*

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.:

only at start/finish line

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 checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="2"/>
Rides	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Tables	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="4"/>
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)

Tables + canopies for registration, Timers + awards.

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:

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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:

Cowley + Sons  
Farmers Market  
 \_\_\_\_\_

**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	\$165-	2	\$130-
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.







STRAIGHT TO FINISH

THIOMA ST  
SCHOOL ST

VISIT FISH  
VISIT

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3K

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2019</b>	<b>Item Number 7A</b>
<b>Submitted by:</b> Frank J. Demers, Public Safety Director		
<b>Agenda Topic:</b> Consideration to Approve the introduction of an Ordinance to Amend the City of Farmington Code of Ordinances, Chapter 14, "Fire Prevention and Protection," Article II, "Fire Prevention Code," in Order to Adopt and Incorporate the 2015 International Fire Code.		
<b>Proposed Motion:</b> Approve the introduction of (first reading) an Ordinance To Amend The City of Farmington Code of Ordinances, Chapter 14, "Fire Prevention and Protection," Article II, "Fire Prevention Code," in order to adopt and incorporate the 2015 International Fire Code.		
<b>Background:</b>  The International Fire Code is a model code produced by the International Code Council (ICC). The purpose of the Code is to establish the minimum requirements consistent with nationally recognized best practices for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide safety to firefighters and emergency responders during emergency operations.  Through the Home Rule Cities Act, the City has the authority to adopt this and other similar codes. The City has previously adopted the 2006 International Fire Code. Since the previous adoption, significant updates have been added to the Code in order to ensure that the best and newest practices are followed. Therefore, City administration is recommending that the City adopt the most current approved Code, which is the 2015 version.		
<b>Materials:</b> Proposed Fire Prevention Code Ordinance		



**STATE OF MICHIGAN**

**COUNTY OF OAKLAND**

**CITY OF FARMINGTON**

**ORDINANCE NO. C-\_\_\_\_-2019**

**AN ORDINANCE TO AMEND THE CITY OF FARMINGTON CITY CODE OF ORDINANCES, CHAPTER 14, "FIRE PREVENTION AND PROTECTION," ARTICLE II, "FIRE PREVENTION CODE," IN ORDER TO ADOPT AND INCORPORATE THE 2015 INTERNATIONAL FIRE CODE.**

**THE CITY OF FARMINGTON ORDAINS:**

**PART I.** That Chapter 14, "Fire Prevention and Protection," Article II, "Fire Prevention Code," of the City of Farmington Code of Ordinances is hereby amended to read as follows:

**ARTICLE II. - FIRE PREVENTION CODE**

**Sec. 14-26. - Adoption of code.**

The International Fire Code, ~~2006~~-2015 Edition, including the appendix chapters, as promulgated and published by the International Code Council is hereby adopted by reference as an ordinance and fire code for the City of Farmington, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore, and each and all of the regulations, provisions, penalties, conditions and terms of said fire code on file in the office of the Farmington City Clerk are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the amendments and insertions, and subject to the limitations, in the remaining Sections of this article.

**Sec. 14-27. - Insertions in code.**

The following sections of the fire code are amended to insert the information indicated:

*Section 101.1.* Insert: "City of Farmington."

*Section 109.3.* Insert: "\$500 and/or 90 days in jail."

*Section 111.4.* Insert: "\$250 up to \$500."

**Sec. 14-28. - Geographic limits.**

The geographic limits referred to in the following sections of the fire code shall be as follows:

*Section ~~3204.3.1.15806.2~~* The storage of flammable cryogenic fluids in stationary containers is prohibited except: (1) as disclosed and permitted by an approved site plan on property zoned IND, Industrial District, under the City of Farmington Zoning Ordinance or (2) if determined by the City Fire Marshal to be allowed by the State of Michigan Fire Prevention

Code, Public Act No. 207 of 1941, as amended, or rules promulgated under that Act, and in compliance with all other applicable governmental regulations.

*Section ~~34045704.2.9.56.1~~* The storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited except: (1) as disclosed and permitted by an approved site plan on property zoned IND, Industrial District, under the City of Farmington Zoning Ordinance or (2) if determined by the City Fire Marshal to be allowed by the State of Michigan Fire Prevention Code, Public Act No. 207 of 1941, as amended, or rules promulgated under that Act, and in compliance with all other applicable governmental regulations.

*Section ~~34065706.2.4.4~~* The storage of Class I and Class II liquids in aboveground tanks is prohibited except: (1) as disclosed and permitted by an approved site plan on property zoned IND, Industrial District, under the City of Farmington Zoning Ordinance, (2) if determined by the City Fire Marshal to be allowed by the State of Michigan Fire Prevention Code, Public Act No. 207 of 1941, as amended, or rules promulgated under that Act, and in compliance with all other applicable governmental regulations or (3) in connection with a temporary activity necessary to the use or development of property in conformity with all City and other governmental ordinances, laws, permits and approvals.

*Section ~~38046104.2~~* For the protection of heavily populated or congested areas, the capacity limitations in this Section shall apply to all properties except as disclosed and permitted by an approved site plan on property zoned IND, Industrial District, under the City of Farmington Zoning Ordinance.

#### **Sec. 14-29. - Amendments, additions and deletions.**

The following sections of the fire code are amended, added or deleted as follows:

*Section 103.1* is amended to read:

It shall be the duty and responsibility of the Director of Public Safety or his or her authorized representative to enforce the provisions of the fire code as herein set forth. The designated enforcement officer of this code is hereby referred to as the "fire code official."

*Section 104.8* is amended to read:

The Director of Public Safety shall have authority as may be necessary in the interest of public safety, health and general welfare to promulgate rules and regulations, to interpret and implement the provisions of the fire code, to secure the intent thereof and to designate requirements applicable because of climatic or other conditions, and to allow modifications of any of the provisions of the fire code, but no such modifications shall have the effect of waiving any fire safety requirements specifically provided in the fire code, or violating any accepted engineering practice or safety standard as recommended by those organizations which are listed in the appendix of this code.

The owner, lessee, or agent for the property requesting such modification may be required to make application for such modification to the director of public safety in writing and as so directed. The particulars of such modification when permitted shall be entered upon the records of the department of public safety and a signed copy shall be furnished the applicant.

*Section 105.6.3~~2~~* is amended to read:

*Open Burning.*

- (1) General prohibition on outdoor burning and refuse burning. Open burning, outdoor burning, and refuse burning are prohibited unless specifically permitted herein.
- (2) Materials that may not be burned.
  - (a) Construction and demolition waste.
  - (b) Hazardous substances, including, but not limited to, batteries, household chemicals, pesticides, used oil, gasoline, paints, varnishes, and solvents.
  - (c) Furniture and appliances.
  - (d) Rubber, including tires, and synthetic rubber-like products.
  - (e) Any plastic materials, including, but not limited to, nylon, PVC, ABS, polystyrene, or urethane foam, and synthetic fabrics, plastic films and plastic containers.
  - (f) Newspaper.
  - (g) Corrugated cardboard, container board, office paper.
  - (h) Treated or painted wood, including, but not limited to, plywood, composite wood products, or other wood products that are painted, varnished, or treated with preservatives.
  - (i) Asphalt and products containing asphalt.
  - (j) Rubbish or garbage, including, but not limited to, food wastes, food wraps, packaging animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris, or other household or business waste.
  - (k) Trees, logs (other than as permitted in subsection [c] below), brush, stumps, leaves, and grass clippings.
- (3) Permitted open burning. It shall be unlawful for any person to cause, permit or maintain any open burning of any substance, except as provided herein. The following open fires shall be permitted:
  - (a) Charcoal cookers, braziers, hibachis, grills, or gas-fired stoves and similar semi-enclosed devices for the preparation of food on the premises of a one-family detached dwelling.
  - (b) Charcoal cookers, braziers, hibachis, grills or any gasoline or other flammable liquid and liquefied petroleum gas-fired stoves and similar devices maintained solely for the preparation of food on the ground level of any apartment building, townhouse, condominium, or similar occupancy, and are not less than eight (8) feet from every part of the building, including any portion of any balcony, overhang, or protrusion therefrom. It shall be unlawful to use the above-listed devices on balconies above ground level in any apartment building, townhouse, condominium or similar occupancy.
  - (c) Patio wood-burning units such as chimneas, patio warmers, or other portable wood-burning devices used for outdoor recreation and/or heating, in connection with the use of a one-family detached dwelling, provided that:
    - (i) The unit shall not be used to burn refuse; and

- (ii) The unit shall burn only clean wood; and
  - (iii) The unit shall be freestanding, supported off the ground/patio, and located at least fifteen (15) feet from the nearest building or overhang; and
  - (iv) The unit shall not cause a nuisance to neighbors.
- (d) Fires confined to a fireplace of a completely enclosed building.
  - (e) Controlled fires caused and maintained for the training of authorized firefighters.
  - (f) Fires required for the prevention or control of disease or pests.
  - (g) Campfires and other outdoor fires used by educational, religious, charitable or governmental agencies for recreational purposes or ceremonial occasions provided that no noxious odors or smoke are generated, upon prior approval of the fire department. Approval shall be in the form of a written permit from the fire department.
    - (i) Applications for permits under this subsection may be made at the fire prevention office during regular business hours. Applications shall, at a minimum, contain the name and address of the applicant, the location and premises where the burning is to occur, the type of material to be burned, and the time and date contemplated for such burning; and
    - (ii) The city council may by resolution establish a fee for such permit to cover the costs of administration; and
    - (iii) Permits for such fires shall be issued, with or without conditions, or denied at the discretion of the city fire chief or designee based upon relevant public safety criteria; and
    - (iv) The city fire chief or designee may cancel or revoke a previously issued permit at any time upon a determination that the requested open burning may endanger persons or property.
  - (h) Open burning of any kind shall be constantly attended by a person of at least eighteen (18) years of age until the fire is extinguished and cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for total control of the fire.

Section 505.1 is amended to read:

505.1 Address identification. New and existing building shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). If the business or structure is located more than ninety (90) feet from the centerline of the traveled portion of the adjacent roadway, the identifying numbers shall be not less than six (6) inches in height, but in any case such numbers shall be a size sufficiently large so that they are readable from the centerline of the adjacent roadway by a person of normal vision.

Section 2703.3.1.4 is amended to read:

2703503.3.1.4 Responsibility for cleanup.

The person, firm, or corporation responsible for an unauthorized discharge shall institute and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual, at no cost to the City. When deemed necessary by the fire code official, cleanup may be initiated by the fire department or by an authorized individual or firm. The liability for and recovery of costs of the cleanup shall be governed by the Michigan Natural Resources and Environmental Protection Act (MCL 324.20101 et seq.) or any other law that preempts the cost recovery provisions of this Chapter, and the City may pursue collection of such costs of the cleanup in a civil action, pursuant to said laws.

**Sec. 14-30. - Limitations.**

The adoption of the fire code does not include any provisions that are "inconsistent" with, and as defined in, the State of Michigan Fire Prevention Code, Public Act No. 207 of 1941, as amended, or rules promulgated under that Act and any such provision shall not be enforced.

**Part II      Severability**

Should any section, subsection, paragraph, sentence, clause, or word of this ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the ordinance.

**Part III      Savings**

This amendatory ordinance shall not affect violations of the zoning ordinance or any other ordinance existing prior to the effective date of this ordinance and such violation shall be governed and shall continue to be separately punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

**Part IV      Effective Date: Publication.**

This amendatory ordinance shall be effective 10 days after adoption by the City Council and after publication as provided by the Charter of the City of Farmington.

Ayes:  
Nays:  
Abstentions:  
Absent:

STATE OF MICHIGAN    )  
  )ss.  
COUNTY OF OAKLAND   )

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance

adopted by the City Council of the City of Farmington at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019, the original of which is on file in my office.

---

Mary J. Mullison, City Clerk  
City of Farmington

Adopted:  
Published:  
Effective:



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2019</b>	<b>Item Number 7B</b>
<b>Submitted by:</b> David Murphy, City Manager		
<b>Agenda Topic:</b> Consideration to Adopt Notice of Intent and Reimbursement Resolution for 2020 Capital Improvement Bonds to Finance Sewer and Road Improvement Projects		
<b>Proposed Motion:</b> Move to adopt Notice of Intent and Reimbursement Resolution for 2020 Capital Improvement Bonds to finance sewer and road improvement projects.		
<b>Background:</b> City Administration is recommending that the City Council adopt the attached resolution which provides notice of intent to issue bonds. In consultation with the City's Bond Council and Financial Advisor, we are recommending a capital improvement bond issue for several sewer and road projects. The resolution instructs the City Clerk to publish a notice that initiates a 45-day period, during which registered voters can circulate petitions requiring the debt issue to be approved by voters. The 45-day period would conclude in early February 2020.  The proposed amount contained in the notice is \$4,000,000, which is conservatively high. The not to exceed amount is based on the current estimates of the projects they are intended to fund, with an added contingency. Once the projects are bid and costs are more certain, the amount can be reduced, but can not be increased. Also, before the bonds can be issued, Council will have to adopt another resolution authorizing the issuance of the bonds.  It is important to note the source of repayment for the bonds will be water and sewer revenues and Act 51 revenue. Listed below is a description of the projects. The projects will be funded by the proposed bond issue, as well as other funding sources.  Bel Aire Sewer Lining – This project involves the lining of the most problematic sewer lines in Bel Aire, as well as several sections that will need to be replaced. <b>Estimated Cost: \$1,326,000</b>  Freedom Road – This is a road project that will reconstruct portions of Freedom Road from Power to Gill and Hillview to Grand River. <b>Estimated Cost: \$2,800,000</b>  Mayfield Street – This is a road project that will replace the water main, some private water services (required by EGLE), some sidewalks, approaches, and add a storm sewer line to help resolve a major flooding problem on the road. <b>Estimated Cost: \$1,850,000</b>  Bond Issuance Costs – This covers the estimated cost of issuing bonds, which includes: bond council, financial advisor, rating agency review, publishing costs, notification costs, and bond underwriting. <b>Estimated Cost: \$70,000</b>		
<b>Materials:</b> Bond Authorizing Resolution		

**NOTICE OF INTENT RESOLUTION  
CAPITAL IMPROVEMENT BONDS**

**CITY OF FARMINGTON  
County of Oakland, State of Michigan**

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Minutes of a regular meeting of the City Council of the City of Farmington, County of Oakland, State of Michigan, held on the 16th day of December, 2019, at 7:00 o'clock p.m. prevailing Eastern Time.

PRESENT: Members \_\_\_\_\_

\_\_\_\_\_

ABSENT: Members \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, the City of Farmington, County of Oakland, State of Michigan (the "City"), intends to authorize the issuance and sale of one or more series of general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay all or part of the cost to acquire, construct, furnish and equip water and sewer system improvements, and construction and reconstruction of roads and drainage improvements, including site improvements and all related appurtenances and attachments (the "Project"); and

WHEREAS, the total amount of bonds to be issued to finance the acquisition and construction of the Project shall not exceed Four Million Dollars (\$4,000,000); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Farmington Observer*, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a **display advertisement not less than one-quarter (1/4) page in size** in substantially the form attached to this Resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the taxpayers and electors of the City, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$4,000,000.

(c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members \_\_\_\_\_  
\_\_\_\_\_

NAYS: Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Mary J. Mullison  
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, State of Michigan, at a regular meeting held on December 16, 2019, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

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Mary J. Mullison  
City Clerk

## **EXHIBIT A**

### **NOTICE TO ELECTORS OF THE CITY OF FARMINGTON OF INTENT TO ISSUE BONDS SECURED BY THE TAXING POWER OF THE CITY AND OF RIGHT OF REFERENDUM THEREON**

PLEASE TAKE NOTICE that the City Council of the City of Farmington, County of Oakland, intends to authorize the issuance and sale of general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series in a total principal amount of not to exceed Four Million Dollars (\$4,000,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip water and sewer system improvements, and construction and reconstruction of roads and drainage improvements, including site improvements and all related appurtenances and attachments.

#### **BOND DETAILS**

The bonds will mature in annual installments not to exceed twenty-five (25) in number, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

#### **SOURCE OF PAYMENT OF BONDS**

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

#### **RIGHT OF REFERENDUM**

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FOUR (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Mary J. Mullison  
Clerk, City of Farmington

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<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2019</b>	<b>Item Number 7C</b>
<b>Submitted by:</b> Chris Weber, City Treasurer		
<b>Agenda Topic:</b> Consideration to Adopt Resolution Authorizing Acceptance of Payment by Financial Transaction Devices for All Payments		
<b>Proposed Motion:</b> Move to Adopt Resolution Authorizing Acceptance of Payment by Financial Transaction Devices for All Payments		
<b>Background:</b> The City currently accepts credit and debit cards for all City transactions. Credit cards accepted are VISA, Mastercard, and Discover. City Administration would like to expand the types of credit cards accepted to include American Express, as well as allow for the acceptance of other commonly used financial transaction devices in the future as the need arises, such as Paypal, Venmo, etc., if and to the extent authorized by state law.  Attached is a resolution adding American Express to the list of credit cards that can be accepted by the City. It also gives the authority to approve other financial transaction devices to the City Treasurer.		
<b>Materials:</b> Resolution Authorizing Acceptance of Payment by Financial Transaction Devices for All Payments		

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING ACCEPTANCE OF PAYMENT BY  
FINANCIAL TRANSACTION DEVICES FOR ALL PAYMENTS

Minutes of a Regular Meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held in the City Hall in said City on December 16, 2019, at 7:00 o'clock P.M., Prevailing Eastern Time.

PRESENT:     xxxx

ABSENT:     xxxx

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

R E C I T A T I O N S:

WHEREAS, Act 280 of the Public Acts of 1995, as amended (MCLA 129.221, et seq.) ("Act") permits a local unit to accept payment by a financial transaction device for a tax, assessment, or fee if the governing body of the local unit adopts a resolution authorizing the acceptance of payments by financial transaction devices;

WHEREAS, the City Council of the City of Farmington previously adopted (in July, 2012) a resolution to accept payment by financial transaction devices, as hereinafter specified, for any taxes, fees, and charges assessed, imposed, or established by the City of Farmington with respect to any services or activities. The transaction devices accepted pursuant to this resolution shall be limited to VISA, MasterCard, and Discover;

WHEREAS, the City Council has reviewed the recommendation of the City of Farmington Treasurer recommending that the transaction devices accepted pursuant to this resolution shall include VISA, MasterCard, Discover, American Express, or other commonly used transaction devices as determined appropriate by the City Treasurer;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

That the City of Farmington hereby permits the payment by financial transaction devices, as defined by Act 280 of the Public Acts of 1995, as amended, for any taxes, fees, and charges assessed, imposed, or established by the City of Farmington with respect to any services or activities. The transaction devices accepted pursuant to this resolution shall include VISA, MasterCard, Discover, American Express, or other commonly used transaction devices as determined appropriate by the City Treasurer in accordance with Act 280;

1. That the Treasurer of the City of Farmington, or his deputy or agent, is hereby authorized and directed to execute such credit card arrangements as shall be required by the existing depository institution for the City of Farmington or such subsequent depository institution as may be established by the City, as and to the extent authorized by law, to permit payment pursuant to this Resolution.

2. That this Resolution has been adopted by reference to and in conformance with MCLA 129.12 and hereby designates the JPMorgan Chase Bank, N.A. as the depository institution for such financial transaction devices, or such other financial institution as the Council of the City of Farmington may designate upon recommendation by the Treasurer in accordance with Act 280 of the Public Acts of 1995, as amended; and

4 That this Resolution shall revoke and supersede any prior resolution adopted by the Council of the City of Farmington relating to the acceptance of financial transaction devices permitted pursuant to the Act.

AYES:           xxxx  
NAYS:           xxxx  
ABSENT:        xxxx

RESOLUTION DECLARED ADOPTED.

#### **CERTIFICATION**

It is hereby certified that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the City Council of the City of Farmington at a meeting duly called and held on the 16th day of December, 2019.

CITY OF FARMINGTON

\_\_\_\_\_  
MARY J. MULLISON, Clerk



**Farmington City Council  
Staff Report**

**Council Meeting  
Date: December 16, 2019**

**Item  
Number  
7D**

**Submitted by:** David Murphy, City Manager

**Agenda Topic:**

Consideration to Approve City At-Large Special Assessment for Improvements to the US-16 Drain

**Proposed Motion:**

Move to approve a one-time City at-large special assessment for improvements to the US-16 Drain in the amount of \$113,755.85.

**Background:**

As discussed at previous council meetings, the Water Resources Commissioner (WRC) of Oakland County performed lining of nearly 2,000 feet of 24" concrete pipe along the US-16 Drain. The cost of the project is split between MDOT (50%), Farmington (25%), and Farmington Hills (25%). Farmington's share of the project is \$113,755 and will be paid out of the General Fund. This project was budgeted in the 2018/19 fiscal year and funds were re-budgeted in the current fiscal year.

**Materials:** WRC US-16 Drain Invoice



# WRC

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## WATER RESOURCES COMMISSIONER

*Jim Nash*

August 29, 2019

The Honorable Christopher Weber  
 City of Farmington  
 23600 Liberty Street  
 Farmington, MI 48335

**Reference: Preliminary 2019 Special Assessments for Oakland County Drains / Lake Level Control Facilities**

Dear Mr. Weber:

This letter is intended to inform you of the special assessment amounts for the operation and maintenance of Oakland County drains and lake level control facilities located in your community. Several reports are attached that provide detailed information regarding the special assessment amounts that will appear on the 2020 winter tax bill for your residents and the amount due from your community.

If your community pays the county drain special assessments from your general fund and does not spread the assessment to the tax rolls, please continue to pay the special assessment amounts as summarized below.

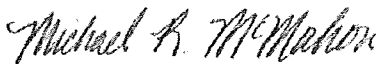
PROJECT CODE AND NAME			AT LARGE	PROPERTY	TOTAL
D0299	US-16 DRAIN		\$46,927.54	\$66,828.31	\$113,755.85
		Subtotal:	\$46,927.54	\$66,828.31	\$113,755.85

Please contact Scott Vess, Deputy Oakland County Treasurer, at 248-858-0616 with any questions concerning payment of the special assessment. If you would like to use this letter to pay the assessments then please use the reference above with your community name and send to:

Oakland County Treasurer  
 1200 N Telegraph Rd Dept 479  
 Pontiac, MI 48341

Thank you for your attention to this issue.

Sincerely,



Michael R. McMahon, P.E.  
 Chief Engineer

c: Scott Vess, Oakland County Treasurer's Office





OAKLAND COUNTY WATER RESOURCES COMMISSIONER  
 2019 DRAIN AND LAKE LEVEL ASSESSMENT ROLLS  
 DETAIL PARCELS BY COMMUNITY REPORT CVT FARMINGTON

SAD	SAD NAME	CHAP	PIN	PERCENT	ATLARGE	PROPERTY	TOTAL
D0299	US-16 DRAIN	CH4	CVT	22.00000	46,927.54	0.00	46,927.54
D0299	US-16 DRAIN	CH4	23-27-106-032	0.11736	250.34	0.00	250.34
D0299	US-16 DRAIN	CH4	23-27-152-005	0.24554	523.76	0.00	523.76
D0299	US-16 DRAIN	CH4	23-27-152-015	0.34496	735.83	0.00	735.83
D0299	US-16 DRAIN	CH4	23-28-129-017	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-129-011	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-27-106-031	0.12053	257.11	0.00	257.11
D0299	US-16 DRAIN	CH4	23-21-453-004	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-005	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-007	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-008	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-009	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-010	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-011	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-012	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-013	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-014	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-453-021	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-454-001	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-454-002	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-454-003	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-21-454-004	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-27-106-001	0.07196	153.49	0.00	153.49
D0299	US-16 DRAIN	CH4	23-27-106-002	0.07145	152.41	0.00	152.41
D0299	US-16 DRAIN	CH4	23-27-106-003	0.09475	202.11	0.00	202.11
D0299	US-16 DRAIN	CH4	23-27-106-004	0.13851	295.45	0.00	295.45
D0299	US-16 DRAIN	CH4	23-27-106-007	0.09516	202.97	0.00	202.97
D0299	US-16 DRAIN	CH4	23-27-106-008	0.05499	117.29	0.00	117.29
D0299	US-16 DRAIN	CH4	23-27-106-009	0.05006	106.77	0.00	106.77
D0299	US-16 DRAIN	CH4	23-27-106-010	0.05396	115.10	0.00	115.10
D0299	US-16 DRAIN	CH4	23-27-106-011	0.08239	175.74	0.00	175.74
D0299	US-16 DRAIN	CH4	23-28-101-005	0.45543	971.46	0.00	971.46
D0299	US-16 DRAIN	CH4	23-28-101-009	0.46493	991.73	0.00	991.73
D0299	US-16 DRAIN	CH4	23-28-101-010	2.95695	6,307.38	0.00	6,307.38
D0299	US-16 DRAIN	CH4	23-28-101-011	6.26500	13,363.68	0.00	13,363.68
D0299	US-16 DRAIN	CH4	23-28-126-007	0.12476	266.11	0.00	266.11
D0299	US-16 DRAIN	CH4	23-28-126-026	2.59612	5,537.70	0.00	5,537.70
D0299	US-16 DRAIN	CH4	23-28-126-028	0.12476	266.11	0.00	266.11
D0299	US-16 DRAIN	CH4	23-28-126-029	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-030	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-031	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-032	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-033	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-034	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-035	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-036	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-037	0.08209	175.11	0.00	175.11
D0299	US-16 DRAIN	CH4	23-28-126-038	0.12476	266.11	0.00	266.11
D0299	US-16 DRAIN	CH4	23-28-128-002	0.12476	266.11	0.00	266.11
D0299	US-16 DRAIN	CH4	23-28-128-003	0.12476	266.11	0.00	266.11
D0299	US-16 DRAIN	CH4	23-28-128-004	0.12476	266.11	0.00	266.11
D0299	US-16 DRAIN	CH4	23-28-128-017	0.14324	305.54	0.00	305.54
D0299	US-16 DRAIN	CH4	23-28-128-018	0.09639	205.61	0.00	205.61
D0299	US-16 DRAIN	CH4	23-28-128-019	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-128-020	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-128-021	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-128-022	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-128-032	0.27090	577.84	0.00	577.84
D0299	US-16 DRAIN	CH4	23-28-128-033	0.43659	931.28	0.00	931.28
D0299	US-16 DRAIN	CH4	23-28-128-034	0.26486	564.97	0.00	564.97
D0299	US-16 DRAIN	CH4	23-28-128-035	0.52305	1,115.71	0.00	1,115.71
D0299	US-16 DRAIN	CH4	23-28-129-001	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-129-002	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-129-003	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-129-008	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-129-009	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-129-010	0.10280	219.29	0.00	219.29
D0299	US-16 DRAIN	CH4	23-28-201-008	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-201-009	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-201-010	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-201-011	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-201-012	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-201-013	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-201-016	0.02233	47.62	0.00	47.62
D0299	US-16 DRAIN	CH4	23-28-202-001	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-002	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-003	0.10484	223.63	0.00	223.63

OAKLAND COUNTY WATER RESOURCES COMMISSIONER  
 2019 DRAIN AND LAKE LEVEL ASSESSMENT ROLLS  
 DETAIL PARCELS BY COMMUNITY REPORT CVT FARMINGTON

SAD	SAD NAME	CHAP	PIN	PERCENT	ATLARGE	PROPERTY	TOTAL
D0299	US-16 DRAIN	CH4	23-28-202-004	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-005	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-006	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-007	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-008	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-009	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-010	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-011	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-012	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-013	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-014	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-015	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-016	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-202-017	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-203-004	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-005	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-006	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-007	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-008	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-009	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-010	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-011	0.07238	154.39	0.00	154.39
D0299	US-16 DRAIN	CH4	23-28-203-039	1.13563	2,422.37	0.00	2,422.37
D0299	US-16 DRAIN	CH4	23-28-206-001	0.08468	180.62	0.00	180.62
D0299	US-16 DRAIN	CH4	23-28-206-002	0.08468	180.62	0.00	180.62
D0299	US-16 DRAIN	CH4	23-28-206-003	0.08468	180.62	0.00	180.62
D0299	US-16 DRAIN	CH4	23-28-206-004	0.08468	180.62	0.00	180.62
D0299	US-16 DRAIN	CH4	23-28-206-005	0.08468	180.62	0.00	180.62
D0299	US-16 DRAIN	CH4	23-28-206-006	0.08468	180.62	0.00	180.62
D0299	US-16 DRAIN	CH4	23-28-226-001	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-002	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-003	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-004	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-005	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-006	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-007	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-008	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-009	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-010	0.10484	223.63	0.00	223.63
D0299	US-16 DRAIN	CH4	23-28-226-013	0.09891	210.99	0.00	210.99
D0299	US-16 DRAIN	CH4	23-28-226-014	0.06828	145.66	0.00	145.66
D0299	US-16 DRAIN	CH4	23-28-226-015	0.06396	136.43	0.00	136.43
D0299	US-16 DRAIN	CH4	23-28-226-016	0.07008	149.49	0.00	149.49
D0299	US-16 DRAIN	CH4	23-28-226-017	0.11075	236.24	0.00	236.24
D0299	US-16 DRAIN	CH4	23-28-226-018	0.09597	204.71	0.00	204.71
D0299	US-16 DRAIN	CH4	23-28-226-019	0.15838	337.85	0.00	337.85
D0299	US-16 DRAIN	CH4	23-28-226-020	0.13132	280.12	0.00	280.12
D0299	US-16 DRAIN	CH4	23-28-226-021	0.15461	329.80	0.00	329.80
D0299	US-16 DRAIN	CH4	23-28-226-022	0.22670	483.56	0.00	483.56
D0299	US-16 DRAIN	CH4	23-28-226-023	0.19325	412.22	0.00	412.22
D0299	US-16 DRAIN	CH4	23-28-226-024	0.15520	331.04	0.00	331.04
D0299	US-16 DRAIN	CH4	23-28-226-025	0.13067	278.72	0.00	278.72
D0299	US-16 DRAIN	CH4	23-28-226-026	0.05625	119.98	0.00	119.98
D0299	US-16 DRAIN	CH4	23-28-226-027	0.07399	157.84	0.00	157.84
D0299	US-16 DRAIN	CH4	23-28-226-028	0.07537	160.77	0.00	160.77
D0299	US-16 DRAIN	CH4	23-28-226-036	0.15834	337.76	0.00	337.76
D0299	US-16 DRAIN	CH4	23-28-227-001	0.11916	254.18	0.00	254.18
D0299	US-16 DRAIN	CH4	23-28-227-002	0.12135	258.85	0.00	258.85
D0299	US-16 DRAIN	CH4	23-28-227-003	0.11129	237.39	0.00	237.39
D0299	US-16 DRAIN	CH4	23-28-227-004	0.10072	214.84	0.00	214.84
D0299	US-16 DRAIN	CH4	23-28-227-005	0.11897	253.77	0.00	253.77
D0299	US-16 DRAIN	CH4	23-28-227-012	0.08848	188.74	0.00	188.74
D0299	US-16 DRAIN	CH4	23-28-227-013	0.13266	282.98	0.00	282.98
D0299	US-16 DRAIN	CH4	23-28-227-015	0.08673	184.99	0.00	184.99
D0299	US-16 DRAIN	CH4	23-28-228-002	0.12996	277.21	0.00	277.21
D0299	US-16 DRAIN	CH4	23-28-228-003	0.07057	150.53	0.00	150.53
D0299	US-16 DRAIN	CH4	23-28-228-004	0.06062	129.32	0.00	129.32
D0299	US-16 DRAIN	CH4	23-28-228-006	0.07317	156.07	0.00	156.07
D0299	US-16 DRAIN	CH4	23-28-228-007	0.03934	83.91	0.00	83.91
D0299	US-16 DRAIN	CH4	23-28-228-008	0.04943	105.45	0.00	105.45
D0299	US-16 DRAIN	CH4	23-28-228-011	0.07739	165.07	0.00	165.07
D0299	US-16 DRAIN	CH4	23-28-228-012	0.08579	183.00	0.00	183.00
D0299	US-16 DRAIN	CH4	23-28-228-021	0.07689	164.01	0.00	164.01
D0299	US-16 DRAIN	CH4	23-28-228-022	0.09014	192.28	0.00	192.28
D0299	US-16 DRAIN	CH4	23-28-228-024	0.08835	188.46	0.00	188.46
D0299	US-16 DRAIN	CH4	23-28-228-026	0.03333	71.11	0.00	71.11
D0299	US-16 DRAIN	CH4	23-28-228-028	0.06694	142.79	0.00	142.79



OAKLAND COUNTY WATER RESOURCES COMMISSIONER  
 2019 DRAIN AND LAKE LEVEL ASSESSMENT ROLLS  
 DETAIL PARCELS BY COMMUNITY REPORT CVT FARMINGTON

SAD	SAD NAME	CHAP	PIN	PERCENT	ATLARGE	PROPERTY	TOTAL
D0299	US-16 DRAIN	CH4	23-28-228-029	0.07418	158.23	0.00	158.23
D0299	US-16 DRAIN	CH4	23-28-228-030	0.09236	197.01	0.00	197.01
D0299	US-16 DRAIN	CH4	23-28-229-001	0.06346	135.37	0.00	135.37
D0299	US-16 DRAIN	CH4	23-28-229-004	0.11249	239.94	0.00	239.94
D0299	US-16 DRAIN	CH4	23-28-229-005	0.11637	248.22	0.00	248.22
D0299	US-16 DRAIN	CH4	23-28-229-006	0.21898	467.10	0.00	467.10
D0299	US-16 DRAIN	CH4	23-28-229-008	0.06904	147.27	0.00	147.27
D0299	US-16 DRAIN	CH4	23-28-229-009	0.07309	155.90	0.00	155.90
D0299	US-16 DRAIN	CH4	23-28-229-010	0.08755	186.76	0.00	186.76
D0299	US-16 DRAIN	CH4	23-28-229-011	0.09098	194.07	0.00	194.07
D0299	US-16 DRAIN	CH4	23-28-231-002	0.05595	119.34	0.00	119.34
D0299	US-16 DRAIN	CH4	23-28-231-016	0.08004	170.74	0.00	170.74
D0299	US-16 DRAIN	CH4	23-28-231-024	0.05770	123.07	0.00	123.07
D0299	US-16 DRAIN	CH4	23-28-231-028	0.03196	68.17	0.00	68.17
D0299	US-16 DRAIN	CH4	23-28-231-029	0.03206	68.39	0.00	68.39
D0299	US-16 DRAIN	CH4	23-28-231-030	0.21665	462.13	0.00	462.13
				<b>Total:</b>	\$113,755.85	\$0.00	\$113,755.85



**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
December 16, 2019

**Reference  
Number  
7E**

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

**Agenda Topic:** Consideration to Adopt Resolution Recommending Approval of Redevelopment Liquor License for La Masa, LLC. (DBA La Masa)

**Requested Action:**

1) Approve resolution authorizing a new Quota Class C Redevelopment Liquor License with Sunday Sales Permit, Dance Permit and Entertainment Permit for La Masa, LLC. (DBA La Masa), 23310 Farmington Road.

**Background:**

The City of Farmington has received materials in support of the issuance of a Redevelopment Liquor License to La Masa, LLC. (DBA La Masa), available under Public Act 501 of 2006. La Masa is located at 22310 Farmington Road, which is within the boundary of the Farmington Downtown Development Authority.

The members of La Masa are David Azar and Jamil Azar. They own and operate two businesses within the DDA, 1Up Arcade Bar, and the original Basement Burger Bar, as well as two additional Basement Burger Bars in Canton and Detroit. La Masa will be a fast-casual Mexican restaurant.

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 of those objectives.

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

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,

Provides 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 La Masa, LLC, to accompany the application to the MLCC.

**Materials:**

Letter of Concept to City Council  
Site Plan  
Lease Agreement  
Local Government Approval Form





LAW OFFICES

# ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

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KELLY A. ALLEN  
ROBERT M. GOLDMAN  
JESSICA A. HALLMARK  
GREGORY K. NEED  
G. HANS RENTROP

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www.ANAfirm.com

OF COUNSEL:  
KEVIN M. CHUDLER  
LINDA S. MAYER  
KATHERINE A. TOMASIK

December 10, 2019

*Via Electronic Mail to mmullison@farmgov.com*

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

**Re: La Masa, LLC's Request for a Quota Class C Liquor License with Sunday Sales (AM and PM) Permits to be Located at 23310 Farmington Rd., Farmington, Oakland County, Michigan, to be Issued Pursuant to MCL 436.1521a(1)(b)**

Dear Ms. Mullison:

We represent La Masa, LLC ("La Masa"), which will do business as La Masa and will be located at 23310 Farmington Road in Farmington. La Masa is requesting a Class C liquor license pursuant to Michigan's "Redevelopment License Law," which is MCL 436.1521a(1)(b). Also being requested are Sunday Sales (AM and PM) Permits.

The members of La Masa are David Azar and Jamil Azar.

La Masa will be a fast-casual Mexican restaurant specializing in tacos and burritos. La Masa's proposed hours of operation are seven days a week from 11:00 a.m. to 10:00 p.m. La Masa may adjust its hours based on customer demand.

The establishment is located on the southeast corner of Farmington Road and Grand River Avenue, in the Farmington Town Center, which is within the DDA of the City of Farmington. La Masa will be approximately 1,950 square feet. La Masa will have seating for 45 patrons. All occupancies will be determined by the City of Farmington.

In order for La Masa to qualify for a new Class C license issued pursuant to the Michigan Liquor Control Commission ("MLCC") Redevelopment License Law, the licensed business will need to be engaged in dining, entertainment, or recreation; be open to the general public; have a seating capacity of not less than 25 persons; and expend not less than \$75,000.00 over the preceding five years or have a commitment for a capital investment for at least that amount for the rehabilitation or restoration of the building. According to the Redevelopment License Law, this amount must be expended before the issuance of the license.

La Masa will spend approximately \$100,000.00 on fixtures, equipment, leasehold improvements, license, and inventory. To finance the project, La Masa has a new business bank account which was recently opened with funds from both of the members. La Masa has a lease with landlord Farmington Center Michigan, LLC for a term of seven years and six months, and has two five-year options.

La Masa will employ approximately 10 full-time and part-time employees.

Jamil Azar has been the owner and operator of The Basement Burger Bar located in Farmington since March of 2019. David Azar has been the owner and operator of the Basement Burger Bar located in Detroit since February of 2019. Neither business has had a violation with the MLCC since they took over the ownership of the businesses this year.

Within 180 days of the opening of the restaurant, the owners and all of the managers and employees who serve and sell alcoholic beverages will complete the TIPS or TAM server training program.

Enclosed are the following documents for your investigation:

- Lease agreement;
- Proposed floor plan of the establishment;
- Proposed menu;
- Bank letter regarding financing; and
- Partially completed LCC-106 – Local Government Approval form.

Our client will be dropping off a check for \$250.00 for your application fee. If you have any questions or need any further information, please do not hesitate to contact me or my legal assistant, Laura Peters.

Very truly yours,

**ADKISON, NEED, ALLEN, & RENTROP, PLLC**



Jessica Hallmark

/lbp  
Enclosures

cc: Chief Frank Demers, Director of Public Safety (*via electronic mail: fdemers@farmgov.com*)  
Kate Knight, Executive Director of DDA (*via electronic mail: kknight@farmgov.com*)

**COMMERCIAL RETAIL LEASE**

Center: Farmington Town Center  
Landlord: Farmington Center Michigan, LLC  
Tenant: La Masa, LLC.

**INDEX TO LEASE**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
1.	Definitions and Certain Basic Provisions	2-3
2.	Granting Clause	3
3.	Delivery of Premises	3
4.	Rent	3-4
5.	Sales Reports, Records and Financial Statements	4
6.	Tenant's Responsibility for Taxes, other Real Estate Charges and Insurance Expenses	5
7.	Common Areas	5-6
8.	Merchants Association or Promotional Fund	6
9.	Use and Care of Premises	6-7
10.	Maintenance and Repair of Premises	7
11.	Alterations	7
12.	Landlord's Right of Access	7
13.	Signs; Store Fronts	7-8
14.	Utilities	8
15.	Insurance Coverages	8
16.	Waiver of Liability; Mutual Waiver of Subrogation	8
17.	Damages by Casualty	8-9
18.	Eminent Domain	9
19.	Assignment and Subletting	9-10
20.	Subordination; Attornment; Estoppels	10
21.	Direction of Tenant's Energies	10
22.	Default by Tenant and Remedies	10-12
23.	Landlord's Contractual Security Interest	12-13
24.	Holding Over	13
25.	Notices	13
26.	Commissions; Title Advice	13
27.	Regulations	14
28.	Miscellaneous	14
Exhibit "A"	Legal Description	
Exhibit "B"	Site Plan	
Exhibit "C"	Schedule of Minimum Guaranteed Rent	
Exhibit "D"	Construction: Allowance to Tenant for Finish Out	
Exhibit "E"	Sign Criteria	
Exhibit "F"	Open	
Exhibit "G"	Guarantee	
Exhibit "H"	Rules and Regulations	
Exhibit "I"	Special Provisions	

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: Glen Una Properties, Inc.  
c/o Geoffrey Schnitzer  
Capital of Texas Plaza - Houston Building  
9915 Mountain Ridge Dr. Ste. 350  
Austin, Texas 78759

(c) "Tenant": La Masa, LLC

(d) Tenant's Property Address: 3651 Farmington Blvd, Farmington, MI 48336  
Tenant's Notice Address (Other than business address): 47540 Cavalier Court, Canton, MI 48187

(e) Email Address: DavidA8420@yahoo.com

(f) Tenant's trade name: La Masa

(g) Tenant's emergency telephone number (Other than business telephone): 734-334-0451

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

(i) "Agent(s)": Mid America  
Karen Garbano  
38500 Woodward Ave., Ste. 100  
Bloomfield Hills, MI 48304

(j) "Project": Landlord's property located in the City of Farmington, MI located in the County of Oakland, which property located at 28228 S. Farmington Road, Farmington, MI 48336, is described or shown on Exhibit "A" attached to this lease. 523310

(k) "Demised Premises" a store unit in the Project containing approximately 1,953 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 Stc. 01C 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).

(l) "Commencement Date": the earlier of (i) the date upon which Tenant opens for business at the Demised Premises, or (ii) whichever of the following alternatives may be appropriate (place a "X" or other mark designating a choice in the appropriate box):

[ ] \_\_\_\_\_ days after full and final execution of this lease.

[X] On or around October 1, 2019.

(m) Lease Term: Commencing on the Commencement Date and continuing for seven years and six (6) 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 for said number of years and months in addition to the remainder of the calendar month in which the Commencement Date occurs.

Tenant shall have two (2), five-year (5) options to extend this lease at the greater Fair Market Value or 103% of prior year's rent, plus the broker's commission payable by the Landlord to the Tenant's broker. Any broker commission shall be amortized over the term of the option period.

(n) 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 Sixteen and 00/100 Dollars (\$16.00) 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.

(o) Percentage rental rate: N/A

(p) Other Real Estate Charges: Tenant shall be responsible for Common Area and Other Real Estate Charges as defined in Articles VI and VII of this Agreement. Currently, the estimated Tenant's Proportionate Share is approximately 2.26%. Should either the denominator or numerator change, the tenant's share shall be recalculated based on the formula in Article 6.2.

(q) Prepaid rental: Three Thousand Two Hundred Seventy-Five and 00/100 Dollars (\$3,275.00), 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 (1<sup>st</sup>) month(s) of the lease term, such prepaid rental being due and payable upon execution of this lease.

(r) Security deposit: Three Thousand Seven Hundred Seventy Five and 00/100 Dollars (\$3,775.00), such security deposit being due and payable upon execution of this lease.

(r) Permitted use: Tenant shall continuously use the Demised Premises solely and exclusively for the operation of a chicken and seafood restaurant.

## 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 In addition to the minimum guaranteed rental, Tenant shall also pay to Landlord, for each year during the term of this lease, percentage rental determined by (i) multiplying the total gross sales made in or from the Demised Premises during the particular calendar year by the percentage rental rate specified in Section 1.1 (n) of this lease and then (ii) subtracting from the product thus obtained the minimum guaranteed rental paid by Tenant to Landlord for such calendar year. The percentage rental shall be paid in monthly installments as follows: On or before the 10th day of each calendar month during the term of this lease, Tenant shall pay to Landlord, after deducting therefrom the minimum guaranteed rental paid for the preceding calendar month, a sum of money equal to the product of the percentage rental rate specified multiplied by the total gross sales made in or from the Demised Premises during such previous month. In the event that the total of the monthly payments of percentage rental for any calendar year is not equal to the annual percentage rental computed on the amount of gross sales made in or from the Demised Premises during such previous month. In the event that the total of the monthly payments of percentage rental for any calendar year is not equal to the annual percentage rental computed on the amount of gross sales for such calendar year in accordance with the specified rate, then Tenant shall pay to Landlord any deficiency or Landlord shall refund to Tenant any overpayment, as the case may be, within sixty days after the end of such calendar year, in no event shall the rent to be paid by Tenant and retained by Landlord for any calendar year be less than the annual minimum guaranteed rental specified in this lease.

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, as the case may be, shall be prorated to account for the partial year.

4.5 The term "gross sales" as used in Section 4.3 and elsewhere in this lease, shall be construed to include the entire amount of the sales price, whether for cash or otherwise (including the full purchase price of purchases in whole or in part by means of gift certificates, advertising certificates or trade-ins), of all sales of merchandise and services, and other receipts whatsoever, of all business conducted in or from the Demised Premises, including, by way of illustration (but in no way limited to), mail or telephone orders received or filled at the Demised Premises, "layaways" and other deposits (offset by such sums refunded to purchasers), orders taken (although such orders may be filled elsewhere), sales to employees, sales through vending machines, electronic games or other devices, and sales by any sublessee, licensee or otherwise (as well as license fees, franchise fees and similar fees) in or from the Demised Premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made irrespective of the time when Tenant receives payment from its customer. No deduction shall be allowed for uncollected or uncollectible credit accounts. Gross sales shall not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchanges are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made in or from the Demised Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Demised Premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale when the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Tenant, nor sales of Tenant's fixtures.

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 On or before the 10th day of each calendar month during the term of this lease, Tenant shall prepare and deliver to Landlord at the place where rental is then payable a certified statement of gross sales made from the Demised Premises during the preceding calendar month. In addition, 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 Texas. 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 5.2, Article XXII and elsewhere in this Lease or at law.

5.2 Tenant shall keep in the Demised Premises or at some other location in the city where the premises are located a permanent, accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the Demised Premises, and all supporting records such as tax reports and banking records. All such books and records shall be retained and preserved for at least twenty-four months after the end of the calendar year to which they relate and shall be subject to inspection and audit by Landlord and its agents at all reasonable times.

5.3 In the event that Tenant fails to deliver statements of gross sales for two consecutive months or in the event that Landlord is not satisfied with the statements of gross sales submitted by Tenant, Landlord shall have the right to have its auditors make a special audit of all books and records, wherever located, pertaining to sales made in or from the Demised Premises. If Tenant's statements are found to be incorrect to an extent of more than two percent (2%) over the figures submitted by Tenant, or if Tenant has failed to deliver statements, Tenant shall pay for such audit. In addition, Tenant shall promptly pay to Landlord any deficiency which is established by such audit.

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 28.17; 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; provided, however, that "real estate charges" shall not be deemed to include any estate, inheritance or general income tax. "Insurance expenses" shall

include all premiums, 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 generally 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 literally 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.

#### 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 operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Demised Premises. Tenant shall not at any time leave the Demised Premises vacant but shall in good faith continuously 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(e) above (or, if Section 1.1(e) 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 also 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, 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.

#### 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 kept in good condition and in proper operating order at all times.

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 in order 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 substantially damaged by a casualty not covered by Landlord's insurance or (b) such building shall be destroyed or rendered untenantable 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.

**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 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 reasonable fee for processing Tenant's request. 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; ATTORNMENT; ESTOPPELS**

20.1 Tenant accepts this lease and all rights hereunder 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. The foregoing subordination shall be self-operative, and no additional documentation shall be needed to effectuate the same. 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. Tenant agrees upon demand to execute such further instruments subordinating this lease or evidencing the subordination of this lease as Landlord may request. In the event of a foreclosure of the Project of which the Demised Premises are a part or other acquisition of such Project in lieu of such foreclosure, Tenant shall, upon request of such foreclosing or acquiring party (the "New Owner"), nonetheless attorn to and respect such New Owner as the then owner of the Project and thereby entitled to all rights of Landlord pursuant to this lease, including, without limitation, the right to all rental payments. Notwithstanding the foregoing, it is further expressly agreed and understood that any such New Owner shall not assume or be deemed to assume any liabilities of Landlord pursuant to this lease or

otherwise solely by virtue of such New Owner's acceptance of title to all or a portion of the property, acceptance of rental or otherwise.

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 substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this lease.
- (f) Tenant shall 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 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 Texas 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 any, 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, if any, 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 two hundred percent (200%) the rental herein provided, 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 another 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.

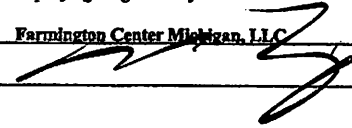
27.2 If, by reason of any Regulations, the payment to, or collection by, Landlord of any rental or other charge (collectively referred to hereinafter as "Lease Payments") payable by Tenant to Landlord pursuant to the provisions of this lease is in excess of the amount (the "Maximum Charge") permitted 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.

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.

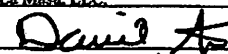
**28.18 RELOCATION:**

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.

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

LANDLORD: Farmington Center Michigan, LLC  
By:   
Mark Levy  
Title: VP

Date of Signature: September 25, 2019

TENANT: La Masa, LLC  
By:   
Name: David Azar  
Title: Owner  
Date of Signature: 9-23-19  
Taxpayer Identification No.: \_\_\_\_\_

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

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

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

**PARCEL I**

The South 183.00 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 38, 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 179.88 feet from the Northwesterly corner of said Lot 1 and proceeding thence North 56°52'54"  
West 75.00 feet;  
thence South 33°08'30" 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 Southwest 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.

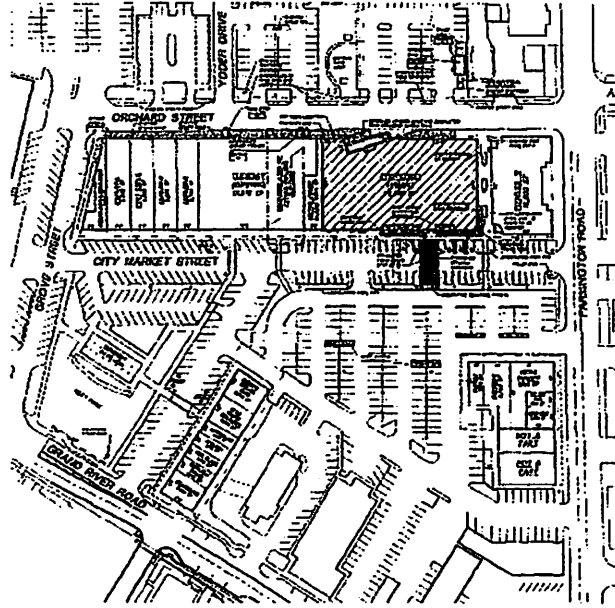
Lot 8 also described as follows:  
Beginning at a point on the South line of Orchard Avenue (50.00 feet wide) and the Northeast corner of said Lot 8;  
thence South 00°02'00" West 140.00 feet;  
thence North 89°24'00" West 50.00 feet;  
thence North 00°02'00" East 140.00 feet to a point on said South 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 8292, Page 682 and by Amendment to Easement Agreement recorded October 2, 2006 in Liber 38181, Page 19, Oakland County Records, which are located within the following described land:  
Part or all of Lots 2 through 8, 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, 186.46 feet;  
thence South 14°38'30" West along the Westerly Right-of-Way line of most recently dedicated Grove Avenue Right-of-Way 260.37 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, 90 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**  
Farmington Town Center



**EXHIBIT "C"**

**SCHEDULE OF MINIMUM GUARANTEED RENTAL AND OTHER PROVISIONS**

Item 1: The following rent schedule shall include the Minimal Guaranteed Rental of \$16.00 PSF for the first Lease Year. The Minimum Guaranteed Rental shall increase by three percent (3%) per year, per the schedule below.

<b>Months</b>	<b>Monthly Minimum Guaranteed Rental</b>
October 2019- March 2020	\$ -
April 2020-March 2021	\$ 2,604.00
April 2021-March 2022	\$ 2,682.12
April 2022-March 2023	\$ 2,762.58
April 2023-March 2024	\$ 2,845.46
April 2024-March 2025	\$ 2,930.82
April 2025-March 2026	\$ 3,018.75
April 2026-March 2027	\$ 3,109.31

**In addition to the Monthly Minimum Guaranteed Rent, Tenant shall also pay, beginning 90 days following commencement, on the first (1<sup>st</sup>) day of each month of the Lease Term, the initial Common Area Maintenance Charge, the Escrow Payment for Taxes and other Real Estate Charges, and the Escrow Payment for Insurance as stipulated in Section 7.4, Article VI, Section 6.2.**

## EXHIBIT "D"

### CONSTRUCTION ALLOWANCE TO TENANT

#### 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 null and void 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 of 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.

E. If as of the date of execution of this Lease the building in which the Demised Premises are to be located has not been constructed, or if the building has been constructed but has not been occupied by any tenants, then Tenant agrees to participate in a joint opening of the Project if requested to do so by Landlord.

#### 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 on 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, schedule, 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, in order 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 a Construction Allowance of up to Twenty Thousand and 00/100 Dollars (\$20,000.00), as a reimbursement for Tenant's bona fide (and verified) construction expenses paid to parties not related to Tenant. Such payment will be due only upon (i) completion of all improvements to Landlord's satisfaction, (ii) Tenant's delivery to Landlord of a true copy of its Certificate of Occupancy (or similar governmental occupancy permit), (iii) Landlord's satisfaction that all bills have been paid to Tenant's contractors, subcontractors and professionals, (iv) any estoppels letter which may be requested by Landlord pursuant to paragraph 20.3 of the Lease, and (v) Tenant's commencement of business in the Demised Premises.

#### 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: Landlord will deliver utilities to the Premises in an as-is where-is condition.
- 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 may include, the purchase, installation and/or construction of the following:

1. Adequate electrical service, panel, wiring, and fixtures
2. Interior partitions
3. Flooring
4. Interior lighting
5. Painting
6. Plumbing fixtures
7. Heating, ventilation, and air conditioning equipment, including: electrical and gas hookup, duct work and roof penetrations

**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, in order 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.

**INITIALED:**

**LANDLORD:** \_\_\_\_\_

**TENANT:** \_\_\_\_\_ *DA*

**EXHIBIT "E"**

**SIGN CRITERIA  
Farmington Town Center  
Farmington, MI**

**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**  
**Farmington Town Center, Ste. 01C**  
**Farmington, MI**

1. Tenant hereby acknowledges its acceptance of the above-referenced space at the above referenced Shopping Center. Tenant further acknowledges that the Demised Premises has been delivered to Tenant in accordance with all provisions of a certain Lease Agreement, dated ("Lease"), by and between Farmington Center Michigan, LLC Landlord") and La Masa, LLC. as Tenant. Landlord and Tenant hereby agree as follows: Landlord delivered possession of the above-referenced space to Tenant on, \_\_\_\_\_ 20\_\_.

2. The Commencement Date under the Lease (which is the commencement date for all charges [i.e., CAM, Real Estate Taxes, and Insurance] under the Lease, is, \_\_\_\_\_ 20\_\_.

3. The Fixed Minimum Rent Commencement Date is \_\_\_\_\_, 20\_\_.

4. The Expiration Date shall be \_\_\_\_\_, 20\_\_.

David A  
TENANT

9-23-19  
Date

J  
WITNESS

Harold Crangero  
AGENT FOR LANDLORD

9-24-19  
Date:

**EXHIBIT "G"  
GUARANTY**

In order to induce Farmington Center Michigan, LLC ("Landlord") to execute the foregoing Shopping Center Lease ("the Lease") with La Mesa, LLC ("Tenant"), for a certain Demised Premises in Farmington Town Center, City of Farmington, Oakland County, State of Virginia, 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.

The undersigned hereby waives notice of acceptance of this Guaranty 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 guaranty 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 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to be effective the same day as the effective date of the Lease.

**GUARANTOR(S):**

David Azar \_\_\_\_\_  
Name of Guarantor (printed or typed) SSN or EIN

Individual \_\_\_\_\_  
Type of Guarantor (e.g., individual, corporation or trust)\*

42540 Cavalier Court, Canton MI 48187  
Address (printed or typed)

BY: David Azar \_\_\_\_\_  
Signature

David S Azar David Azar \_\_\_\_\_  
Name of Guarantor (printed or typed) SSN or EIN

Individual \_\_\_\_\_  
Type of Guarantor (e.g., individual, corporation or trust)\*

42540 Cavalier Court, Canton MI 48187  
Address (printed or typed)

BY: David Azar \_\_\_\_\_  
Signature

\*If, and only if, the Guarantor is a corporation, trust or other entity and the Signatory is signing as the officer of such Guarantor, specify the title of the Signatory.

\_\_\_\_\_  
WITNESS OR ATTEST

\_\_\_\_\_  
WITNESS OR ATTEST

**EXHIBIT "H"**

**RULES AND REGULATIONS  
RETAIL SHOPPING CENTERS**

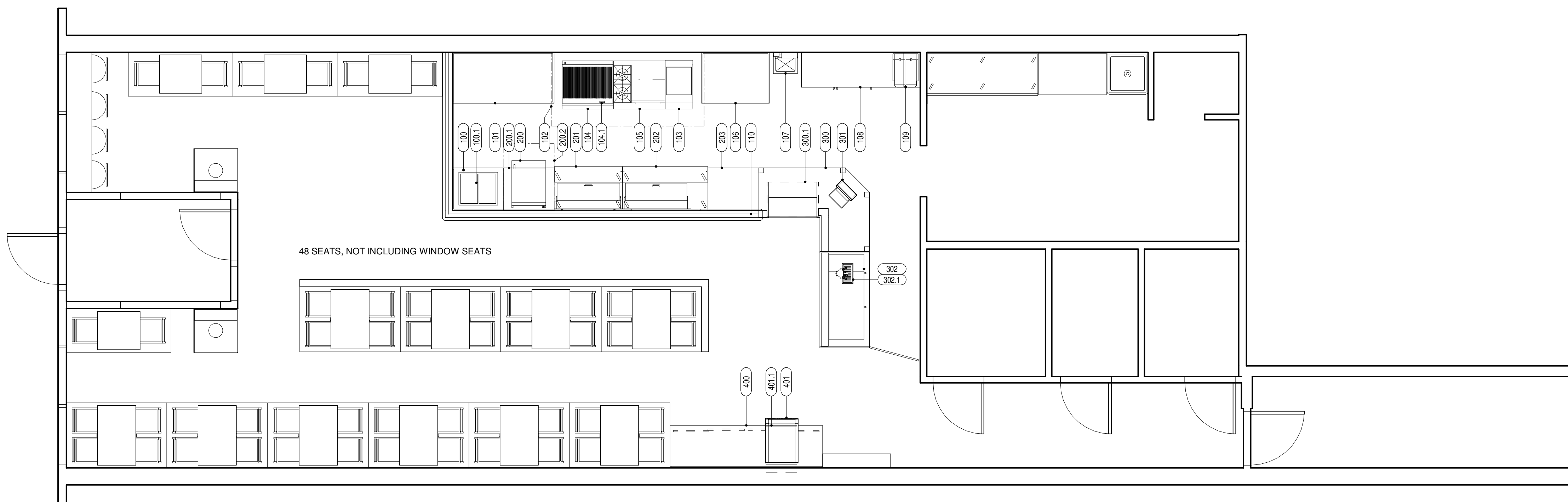
1. All deliveries or shipments of any kind to and from the Premises, including loading of goods, shall be made only by way of the rear of the Premises, or any other location designated by Landlord, and only at such time designated for such purpose by Landlord.
2. Garbage and refuse shall be kept in the kind of container specified by Landlord or duly constituted public authority and shall be placed at the location within the Shopping Center designated by Landlord, for collection at the times specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of garbage and refuse and shall maintain all common loading areas and areas adjacent to garbage receptacles in a clean manner satisfactory to Landlord.
3. Tenant and its employees, agents and invitees shall park their vehicles only in those parking areas designated by Landlord. Tenant shall furnish Landlord with state automobile license numbers of Tenant's vehicles and its employees' vehicles within five (5) days after taking possession of the Premises and shall notify Landlord of any changes within five (5) days after such change occurs. Tenant shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the Premises or the Property. If Tenant or its employees, agents, or invitees part their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Landlord after giving written notice to Tenant of such violation, shall have the right to remove such vehicles at Tenant's expense.
4. No termination of parking privileges or removal of impoundment of a vehicle shall create any liability on Landlord or be deemed to interfere with Tenant's right to possession of its Premises. Vehicles must be parked entirely within the lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, in cross hatched areas, and in other areas as may be designated by Landlord. All cars parked in fire lanes will be subject to immediate towing at car owner's expense. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.
5. No radio, television, phonograph or other similar devices or aerial attached thereto (inside or outside) shall be installed in the Premises without first obtaining in each instance the Landlord's consent in writing and if such consent be given, no such device shall be used in a manner so as to be heard or seen outside the Premises.
6. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant. Tenant shall not place, suffer or permit any obstructions or merchandise in such areas and shall not use such areas for any purpose other than ingress or egress to and from the Premises.
7. Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
8. Tenant shall not place, suffer or permit displays on the sidewalk in front of the Premises or on or upon the Common Area of the Shopping Center.
9. Landlord reserves the right, exercisable without notice and without liability to Tenant to change the name and the street address of the Shopping Center.

**EXHIBIT "F"**

**SPECIAL PROVISIONS**

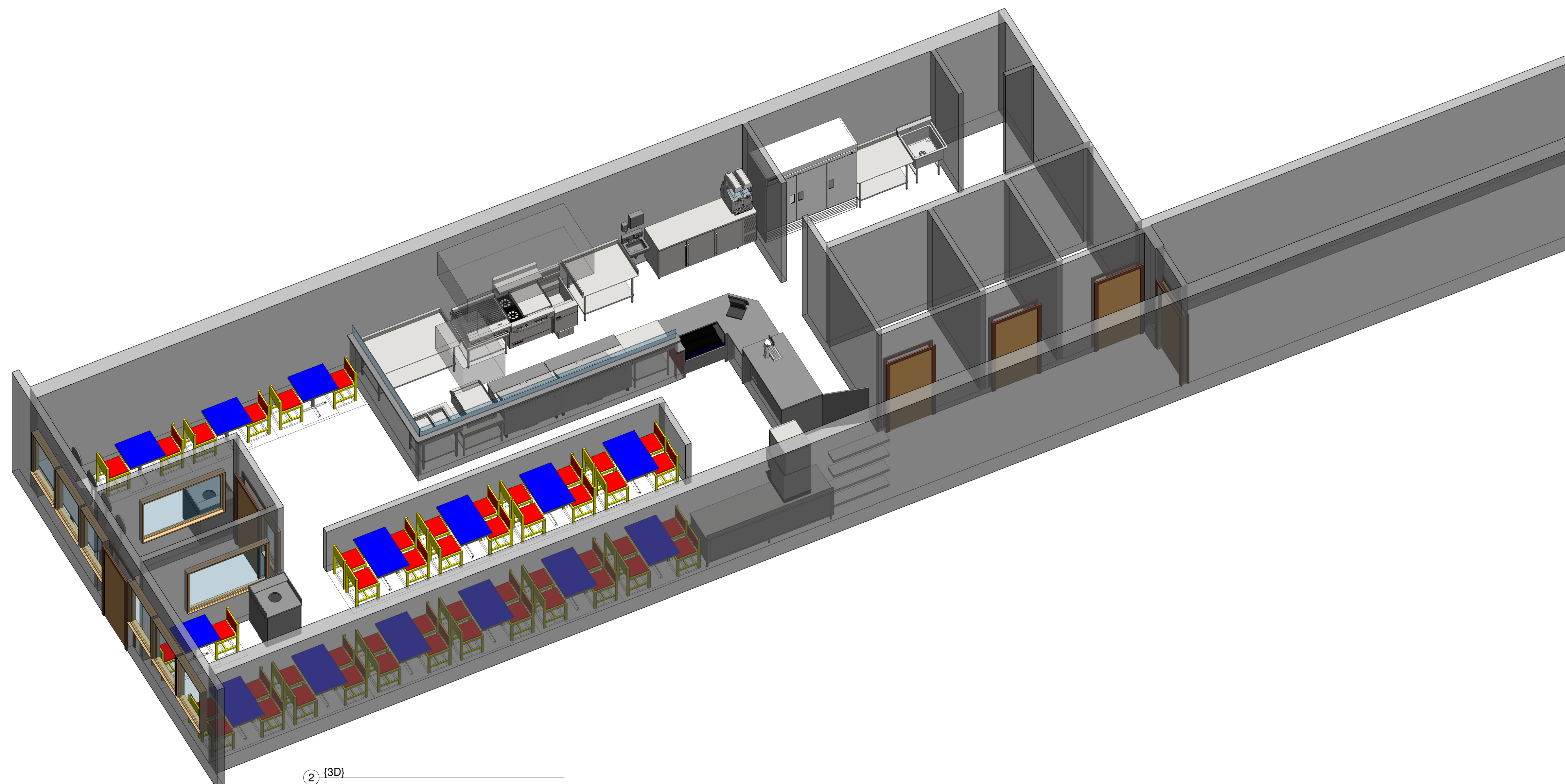
1. Landlord shall deliver the premises with HVAC unit(s) in good working order. Landlord will warranty the system for the first 12 months of the Lease Term. Tenant is responsible for maintaining a quarterly HVAC service contract throughout the Lease Term. Out of pocket expenses for repairs, not including maintenance, shall be capped at \$1,000 per unit, per year. If, during the term, the unit(s) are replaced, Tenant shall be responsible for 100% of repairs for the remainder of the term.
2. Tenant shall have two (2), five-year (5) year options to extend this lease at the greater of Fair Market Value or 103% of the prior year's rent, plus the broker's commission payable by the Landlord to the Tenant's broker. Any commission shall be amortized over the term of the option period.
3. Except as set forth in Paragraphs 1 and 2, Tenant shall accept the Premises in an "As Is" condition.





MASTER - EQUIPMENT SCHEDULE			
ITEM	QTY	DESCRIPTION	ITEM REMARKS
100	1	Work Table	
100.1	1	Drop-In Hot Well	
101	1	Work Table	
102	1	Exhaust Hood	
103	1	Fryer	
104	1	Charbroiler	
104.1	1	Equipment Stand	
105	1	Range, 2 Burner, Griddle, 2'	
106	1	Work Table	
107	1	Hand Sink w/ Side Splashes	
108	1	Back Bar Refrigerator	
109	1	Frozen Cocktail Machine	
110	1	Sneeze Guard	
200	1	Griddle, Gas, 2'	
200.1	1	Equipment Stand	
200.2	1	Exhaust Hood	
201	1	Solid Door Sandwich/Salad Unit	
202	1	Solid Door Sandwich/Salad Unit	
203	1	Work Table	
300	1	POS Counter	
300.1	1	Refrigerated Counter Case, Self-Serve	
301	1	POS Station	
302	1	Back Bar Refrigerator	
302.1	1	Beer Dispensing Heads	
306	1	Wall Shelf	
400	1	Worktable, Enclosed Base	
401	1	Soft Serve Beverage Dispenser	
401.1	1	Ice Maker	
501	4	Floating Wall Shelving	

#	DATE:	DESCRIPTION:
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PROJECT:

**Maza**

23310 Grand River Ave  
Farmington, MI  
48336

SHEET TITLE:

FOODSERVICE  
EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"

DRAWN BY: GLCD

DATE: 12/03/19

PROJECT NUMBER:

**19053**

SHEET NO:

**FS1.1**

**NOT FOR CONSTRUCTION  
FOR COORDINATION ONLY**

② (3D)

**Burritos**

**Casa- House**

Rice-beans-onion-cilantro-with  
choice of meat

**Supremo- Supreme**

Rice- beans-onions-cilantro-  
guacamole-cheese-with choice of  
meat

**La Granja- The Barn**

Rice-beans- onion- cilantro- chipotle  
crema -steak-chicken and pork

**18<sup>th</sup> Street**

beans-nopal-veggies-steak and  
grilled chicken

**Tacos**

Carne Asada – Steak

Pollo – Chicken

Barbacoa- Braised beef

Pastor – seasoned pork

Chile relleno- stuffed pepper

**Sides**

Crema- sour cream  
Queso fresco – cheese  
Limonas- limes  
Arroz – rice  
Frijoles – beans  
Guacamole

**Beverages**

Horchata- rice water  
Jamaica – Hibiscus tea  
Jaritos – Mexican Soda  
Cerveza- Beer  
Margaritas-frozen  
Sangria





# Deposit Account Balance Summary

12/05/2019

Requestor information:

LA MASA, LLC

23310 FARMINGTON RD  
FARMINGTON, MI 48336-3102

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
3512	Chase Performance Business Checking	11/27/2019	\$130,000.00	\$0.00
Customer Information				
LA MASA, LLC		Sole Owner		
DAVID AZAR		Signer		
JAMIL S AZAR		Signer		

Deposit Account Balance Summary request completed by:

ADNAN DABAJA  
(248) 474-2663  
Michigan Branch

### PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.



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

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

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

(For MLCC use only)

**Local Government Approval**  
 (Authorized by MCL 436.1501)

**Instructions for Applicants:**

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

**Instructions for Local Legislative Body:**

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

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
 called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

the following resolution was offered:

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

that the application from La Masa, LLC  
(name of applicant)

for the following license(s): New Class C license issued under MCL 436.1521a(1)(b)  
(list specific licenses requested)

to be located at: 23310 Farmington Rd, Farmington, MI 48336

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

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

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

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

\_\_\_\_\_  
 Print Name of Clerk

\_\_\_\_\_  
 Signature of Clerk

\_\_\_\_\_  
 Date

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

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

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

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

**Agenda Topic:** Consideration to Authorize Submittal of Documentation for Redevelopment Liquor License for La Masa, LLC. (DBA "La Masa")

**Requested Action:**

Move to authorize city staff to submit documentation for a Redevelopment Liquor License for La Masa, LLC. (DBA "La Masa"), 23310 Farmington Road.

**Background:**

The City of Farmington has been approached by Mr. David Azar regarding the procurement of a Redevelopment Liquor License, available under Public Act 501 of 2006. Mr. Azar is the owner of the anticipated La Masa, LLC. (DBA La Masa), to be located at 23310 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 La Masa, LLC, to accompany the application to the MLCC.

**Materials:**

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> December 16, 2019	<b>Item Number 7H</b>
<b>Submitted by:</b> Charles Eudy, Superintendent		
<b><u>Agenda Topic</u></b> Consideration to Approve Payment for Meter Replacement Program.		
<b><u>Proposed Motion:</u></b> Move to approve payment to SLC Meter in the amount of \$6,080.00 for meter instillation work completed November 30, 2019		
<b><u>Background:</u></b> <p>Fiscal Year 2019-20 budget allocated funds to install 325 residential water meters. Additional installations may be added at a cost of \$64.00 each. SLC Meter is willing to conduct additional meter installations beyond the 325 included in their quote.</p> <p>At the September 16, 2019 Council meeting, approval was granted for SLC Meter, LLC of Pontiac, Michigan to proceed with the electronic water meter replacement program east of Gill Road not to exceed \$27,200.</p> <p>The attached invoices are for the installation of City provided water meters completed through November 30, 2019, the charges are for installation only. During this time SLC staff installed 95 meters. The start of the program was delayed due to a manufacturing slowdown of the Badger E Series Water Meters. SLC will provide invoice's for meters installed this month of December and January which will complete the program.</p> <p>It is fiscally vital to conduct meter replacements to accurately record water sales. The new meters will also reduce the wages and equipment fees in future water meter reading cycles.</p> <p>SLC Meter Service has conducted residential meter replacements at all homes north of Grand River, Floral Park, Chatham Hills and east of Gill Road and now Warner Farms. Approximately 2350 meters have replaced in the five projects.</p>		
<b><u>Materials:</u></b> SLC Meter Invoice # 255454		

Remit Payments to:  
 SLC Meter, L.L.C.  
 595 Bradford  
 Pontiac, MI 48341

Ph. 1-800-433-4332  
 www.slcmeterllc.com

# Invoice

Date	Invoice #
12/11/2019	255454

<b>Bill To</b>
FARMINGTON CITY 33720 W.NINE MILE RD. FARMINGTON, MI 48334

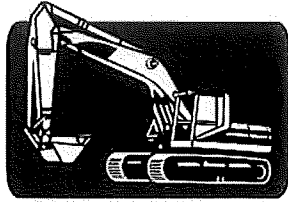
<b>Ship To</b>
CITY OF FARMINGTON DPW 33720 W NINE MILE RD. FARMINGTON, MI 48354 ATTN: JOSH

Rep	S.O. No.	P.O. No.	Terms	Job Name
JFT	40099		Net 30	NOV. INSTALLS

Item	Description	Prev. Inv	B/O	Invoiced	Rate	Amount
1/INSTALL	FIELD SERVICE: 3/4" OR 1" WATER METER / RADIO REPLACEMENT AT VARIOUS LOCATIONS WITHIN THE CITY WATER DISTRICT FROM 11/05/2019 to 11/09/2019	0		52	64.00	3,328.00
1/INSTALL	FIELD SERVICE: 3/4" OR 1" WATER METER / RADIO REPLACEMENT AT VARIOUS LOCATIONS WITHIN THE CITY WATER DISTRICT FROM 11/12/2019 to 11/16/2019	0		35	64.00	2,240.00
1/INSTALL	FIELD SERVICE: 3/4" OR 1" WATER METER / RADIO REPLACEMENT AT VARIOUS LOCATIONS WITHIN THE CITY WATER DISTRICT FROM 11/18/2019 to 11/23/2019	0		6	64.00	384.00
1/INSTALL	FIELD SERVICE: 3/4" OR 1" WATER METER / RADIO REPLACEMENT AT VARIOUS LOCATIONS WITHIN THE CITY WATER DISTRICT FROM 11/25/2019 to 11/30/2019	0		2	64.00	128.00

Thank you for your business! SLC Meter accepts credit cards and E-Checks. 1.5% Monthly finance charge on all accounts 30 days past invoice date. Acceptance of these items constitutes a 35% restocking fee on all returns. No returns of special order items or after 60 days or without prior written authorization.	<b>Total</b>	\$6,080.00
	<b>Payments/Credits</b>	\$0.00
A credit memo shall be issued to your account for any returns or discrepancies. For full terms of sales please go to Terms of sale: <a href="http://www.slcmeter.com/terms-of-use.php">http://www.slcmeter.com/terms-of-use.php</a>	<b>Balance Due</b>	\$6,080.00

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> December 16, 2019	<b>Reference Number</b>  7H	
<b>Submitted by:</b> Charles Eudy, Superintendent			
<u><b>Description</b></u> Consideration to Authorize sale of retired sewer cleaning equipment (Vactor)			
<u><b>Requested Action</b></u> Move to authorize sale of 1995 Ford L-8000 equipped with combination sewer cleaning equipment in the amount of \$35,000			
<u><b>Background</b></u> City Administration has posted the retired 1995 Ford L-8000 equipped with the Vactor 2100 combination sewer cleaning equipment twice on the Michigan Intergovernmental Trade Network (MITN). No bids were submitted to the MITN auction site for the sale of this equipment and the supplier of the replacements truck will not consider a trade in.  Administrative Staff is requesting the City Council authorization to accept an offer (attached) from Bricco Excavating Co., LLC located at 21201 Meyers Road, Oak Park, MI 48237-3201 in the amount of \$35,000 for the purchase of the 1995 Ford L-8000 equipped with the Vactor 2100 combination sewer cleaning equipment.  Purchaser will be required to pick up the equipment at the Public Service Building upon the Treasurer's office receiving payment.			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



**BRICCO**  
EXCAVATING CO., L.L.C.

December 12, 2019

Mr. Josh Leach  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48335

RE: 1995 VA 2110 Vactor Truck  
Serial No. 95-6-5531

Dear Mr. Leach:

Please accept this as our letter of intent to purchase the above named vehicle, for \$35,000.00 plus sales tax.

Please feel free to contact me, or our superintendent Al Schaefer, if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dino Cervi'. The signature is stylized with a large, looping initial 'D' and a long horizontal stroke at the end.

Dino Cervi  
Member

DC:aac