

Regular Meeting Agenda
Wednesday, September 16, 7:00 pm
Zoom Virtual Meeting
Login: <https://zoom.us/j/92277390955>

1. Call to Order
2. Roll Call
3. Approval of Meeting Minutes - August 19, 2020
4. Audience Comments
5. Liaison Reports
 - A. City Council – Ann Peterson
 - B. Chamber of Commerce – Marilyn Trent
 - C. Historical Commission – Don Sienkiewicz
 - D. Principal Shopping District – Kristi Trevarrow
6. General Business Agenda Items
 - A. Election of New DDA Vice Chairman – Ben
 - B. Parking System Update – Anthony/Nik
 - C. Downtown Collaboration Studio – Kristi
 - i. Retail Merchandise Accounting Procedures
 - ii. Draft Lease for 431 Main
 - D. Outdoor Platform Update – Nik/Kristi
 - E. Outdoor Seating Mini Grant Application – Kristi
 - i. The Studio of Rochester
 - F. Downtown Fall/Holiday Event Updates – Kristi
 - G. Big, Bright Light Show Update – Kristi
 - H. Schedule Joint DDA/PSD Meeting - Ben

7. Receipt of Regular Reports
 - A. Executive Director Update
 - B. Events & Marketing Update
 - C. Financial Report for DDA
 - D. Business Development Committee
 - E. Site Development Committee
8. Miscellaneous
9. Adjournment

**The next regular meeting of the Rochester DDA is
Wednesday, October 21, 2020**

Downtown Development Authority
Regular Meeting Minutes

Wednesday, August 19, 2020
Zoom Virtual Meeting
7:00 p.m.

1) Call to Order

The regular meeting of the Downtown Development Authority Board of Directors was called to order by Chairman Ben Giovanelli at 7:00 p.m.

2) Roll Call

Board Members Present:	Chairman Ben Giovanelli, Mayor Stuart Bikson, Marilyn Trent, Bob Bloomingdale (arrived at 7:20 p.m.), Paul Haig, Tony Lipuma, Chris Johnson, Jason Rewold (exited at 7:11 p.m.)
Board Members Absent:	Lisa Germani Williams, Candice Van Slembrouck
Council Liaison Present:	Ann Peterson
Chamber Liaison Present:	Marilyn Trent
Historical Commission Liaison Present:	Don Sienkiewicz
PSD Liaison Absent:	Candice Van Slembrouck
DDA Executive Director Present:	Kristi Trevarrow

3) Approval of Meeting Minutes

Regular Meeting Minutes – July 15, 2020, Special Meeting Minutes – July 22, 2020, Special Meeting Minutes – July 29, 2020

Motion By:	Mayor Bikson to approve the July 15, 2020 Regular Meeting Minutes, the July 22, 2020 Special Meeting Minutes, and the July 29 Special Meeting Minutes, as presented.
Second By:	Tony Lipuma
In Favor:	All
Opposed:	None
Motion Passed	

4) Audience Comments

There were no audience comments.

5) Liaison Reports

A. City Council

Ann Peterson highlighted the following from the August 10, 2020 City Council meeting:

- Rochester Avon Recreation Authority presented their proposed budget.
- The Older Persons Commission presented their proposed budget.
- The contract was awarded for Master Plan Services to Beckett & Raeder of Ann Arbor, MI.

B. Chamber of Commerce

Marilyn Trent highlighted the following:

- The annual golf outing held on August 17th at the Great Oaks Country Club was sold out.
- The Chamber participated in a Board Retreat to begin working on an 18-month strategic plan.

C. Historical Commission

Don Sienkiewicz stated that the Board hopes to resume in-person monthly meetings soon. He also shared that the DUR book will be available soon for purchase at the DDA Downtown Collaboration Studio.

D. Principal Shopping District

Kristi Trevarrow stated the PSD meetings are currently on hold. However, plans for downtown events will be discussed later on tonight's agenda.

6) General Business Agenda Items

A. Resignation of Jason Rewold

By consensus of the Board, the resignation of Jason Rewold from the Downtown Development Authority was accepted, with regrets.

B. Election of DDA Vice Chairperson

Chairman Giovanelli asked Board members to consider serving as the next Vice Chairperson. Nominations will be taken at the September meeting. The resignation of Jason Rewold leaves a second vacancy on the Board. Mr. Sienkiewicz has expressed interest in submitting his application. Marilyn Trent also expressed interest in serving on the Site Development Committee.

C. 2020 Sidewalk Repairs

As a result of the Downtown Maintenance Walk, the City has prepared a cost estimate to repair the sidewalks most in need of replacement for safety concerns. Deputy City Manager Nik Banda explained that the DDA budgeted \$30,000.00 for repairs this year. Because the cost of all necessary repairs would be approximately \$100,000.00, the City has selected the area of Walnut Street and Main Street. These repairs will cost approximately \$29,700.00, and will begin in late summer/early fall. The remaining repairs will be prioritized for completion in 2021.

D. Outdoor Dining Platform Update

Nik Banda stated that through the coordinated efforts of Bloomingdale Construction, the DPW and Beyer's, all platforms have been placed. One of the extra platforms was placed on Walnut in front of the Masonic Temple. The platforms have been very popular.

Reflective stickers were placed on all the posts, and the unsightly barrels and cones have been removed. There is one extra platform to be used for the mobile front porch.

Kristi Trevarrow stated that Mr. Upton (Dillman & Upton) brought in a rebate check in the amount of \$7,500.00 for materials purchased for the platforms.

E. Outdoor Seating Mini Grant Applications

Motion By:	Chris Johnson to approve the Outdoor Seating Mini-Grant Program Application from Penn Station East Coast Subs in the amount of \$550.00.
Second By:	Paul Haig
In Favor:	Tony Lipuma, Bob Bloomingdale, Chairman Ben Giovanelli, Mayor Stuart Bikson, Marilyn Trent, Chris Johnson, Paul Haig
Opposed:	None
Motion Passed	

Motion By:	Paul Haig to allow Tony Lipuma to abstain from consideration of the Mini-Grant Application for Lipuma's Coney Island as he has direct financial involvement.
Second By:	Bob Bloomingdale
In Favor:	Tony Lipuma, Bob Bloomingdale, Chairman Ben Giovanelli, Mayor Stuart Bikson, Marilyn Trent, Chris Johnson, Paul Haig
Opposed:	None
Motion Passed	

Motion By:	Paul Haig to approve the Outdoor Seating Mini-Grant Program Application from Lipuma's Coney Island up to the maximum amount of \$3,000.00.
Second By:	Bob Bloomingdale
In Favor:	Bob Bloomingdale, Chairman Ben Giovanelli, Mayor Stuart Bikson, Marilyn Trent, Chris Johnson, Paul Haig
Opposed:	None
Motion Passed	

F. Downtown Event Updates

i. Fall Events:

- The Taste of Fall promotion will run during September. This will be promoted via a printed brochure and social media.

- Deck Art – Approximately 400 decks have been distributed. Deck Art will run the second week of September.
- Magical Mural Tour – 16 pop-up murals will be displayed throughout downtown.
- Paint Creek Center for the Arts has requested the involvement of the DDA. The DDA will assist with a Parking Lot Picasso event and a tote bag fundraiser.
- Rochester Posed – This will be revisited after Labor Day. Chief Schettenhelm has expressed concern with the crowds this event attracts.
- Just Us Girls Stroll – This event will be conducted by the Women’s Fund. The Downtown Collaboration Studio will be used as the check-in point. Each business will monitor their store for capacity.
- Trick or Treat Downtown – Chief Schettenhelm has asked that a decision about this event be postponed. The Halloween Fest could be held at the Farmers’ Market, and will be done in collaboration with the PSD.

ii. November/December Events:

- Festival of Trees – At Phase 4, there will be 60 at a time allowed in The Community House. The Cocktail preview will have to be adjusted, and multiple options are being discussed.
- Lagniappe – Depending on the re-opening Phase, this event may not be held this year.
- Big, Bright Light Show – This event will continue.
- Kris Kringle – The east parking deck may work for this event. Vendors are interested and plans will continue to move forward.
- Caroling in the City – Options are still being considered to safely hold this event.

G. Downtown Collaboration Studio

**Retail Merchandise Accounting Procedures
Draft Lease for 431 Main Street**

Consideration of these items will be postponed until the regular September meeting.

7) Receipt of Regular Reports

A. Executive Director Update

September Art Month – Even though Art & Apples is not happening this year, plans are still moving forward with the other planned activities, including a new partnership with Paint Creek Center for the Arts.

Main Street Oakland County

Crowdfunding Update – The \$4,000.00 matching funds from Main Street Oakland County have been received. Another sponsor has stepped forward and each MSOC community will be receiving an additional \$2,600.00.

Tech Visit/Training Funds – All planned trainings and consultants for this summer were cancelled. Instead, funds were proposed to be used for the creation of the Downtown Collaboration Studio. That request has been formally approved and those funds will be available in the next few weeks. A total of \$10,000.00 was approved.

Festival of Trees – Plans are moving forward for this year’s event. Sponsor and designer packages will be distributed this week. Ticket sales for the cocktail preview will open later in the fall.

B. Events & Marketing Update

EVENTS

All of the following events are subject to change based on the State moving into Phase 5 of reopening where outdoor events up to 500 can be held.

Movies in the Moonlight – The second movie has been cancelled since we are not yet in Phase 5 of reopening. The current schedule is August 22-Jumanji: The Next Level and August 29-Frozen II. Movies will be hosted in the Farmers’ Market lot. However, the upper East parking deck has also been considered in order to appropriately distance.

Sidewalk Sales – Sidewalk Sales have been rescheduled once again. Set up is scheduled for September 16, 2020, with sales running the 17th – 19th.

Deck Art – Deck Art is scheduled for September 10th-11th. Artists can drop their decks off at the Studio during business hours through August 25th. The Studio will also be open until 8:00 p.m. on August 24th and 25th to collect artwork.

Taste of Fall – Taste of Fall is a new promotion for restaurants, bars and bakeries. The purposed of the promotion is to showcase Michigan’s fall flavors through new, innovative food and beverage offerings downtown. Taste of Fall will kick off September 8th and run through October 19th. In support of this promotion, there will be a brochure (both printed and online), table tents and a social media campaign.

MARKETING

Farmers’ Market – August marks the mid-way point of the season. The market is robust with produce and vendors. There has been approximately 1,700 – 2,000 attendees each week. At this time, we are still monitoring capacity and enforcing safety requirements.

Thursday Night Market – Thursday Night Market is going on now through August 27th. The market includes 20 different farmers’ market vendors, crafters, artisans and downtown retailers. Attendance has averaged around 600 shoppers.

Kris Kringle Market – Kris Kringle applications have been sent out to all previous participating vendors. To host Kris Kringle, our region will have to be in Phase 5 of the reopening plan. Internally, staff has been discussing options in order to host the event in the safest manner possible. This may include a change of location, layout and/or safety requirements.

In Town Magazine – Marketing kits will be sent out at the end of August with advertising opportunities for the *In Town Magazine*. Kits will be due back by mid-September. *In Town Magazine* will be sent to homes the second week of November.

- C. Financial Report for DDA
The Revenue and Expenditure Report for period ending 07/31/2020 for Fund 494, Downtown Development Authority was included in the packet.
- D. Business Development Committee – Various upcoming projects were mentioned.
- E. Site Development Committee

8) Miscellaneous

Chairman Giovanelli stated that special meetings of the DDA will be scheduled as necessary.

9) Adjournment

Seeing no further business, the meeting was adjourned at 8:20 p.m.

Date Approved

Susan McCullough

UNOFFICIAL

6A. Election of New DDA Vice Chairman - Ben

Chairman Giovanelli will ask for nominations for the DDA Vice Chairman.

6B. Parking System Update – Anthony/Nik

City Finance Director Anthony Moggio and Deputy City Manager Nik Banda will provide an update on the status of the Downtown Parking System and the total investment of the DDA this summer.

6C. Downtown Collaboration Studio - Kristi

DDA Director Kristi Trevarrow will provide a report on the following items:

Retail Merchandise Accounting Procedures:

At the Studio, sales are recorded on a daily basis using the following procedure:

- Record daily sales in Excel spreadsheet
- Balance daily sales hard copy receipts with cash/charges
- Create report to accompany deposit that is delivered to City Finance Department for processing

The Executive Committee also requested a cost breakdown of inventory currently being sold at the Studio (cost/retail price). See attached spreadsheet.

Draft Lease for 431 Main

Per the DDA Board's Direction last month, attached you will find a copy of the draft lease for 431 Main Street (Downtown Collaboration Studio), as well as a copy of our current lease for the DDA Office, 308 ½ Main Street.

LOVE LOCAL MERCHANDISE
SUMMER 2020

ITEM	COST PER PIECE	RETAIL PRICE	PROFIT
Mugs	\$ 5.87	\$ 12.00	\$ 6.13
Water Bottles	\$ 7.26	\$ 10.00	\$ 2.74
Love Local Tees	\$ 7.50	\$ 15.00	\$ 7.50
Hats	\$ 15.00	\$ 20.00	\$ 5.00
Pop Sockets	\$ 6.10	\$ 10.00	\$ 3.90
Love Local Masks	\$ 7.50	\$ 15.00	\$ 7.50
Dog Bowls	\$ 3.86	\$ 5.00	\$ 1.14
Love Local Bangles	\$ 5.50	\$ 15.00	\$ 9.50
Picnic Blankets	\$ 27.00	\$ 40.00	\$ 13.00
Canvas Totes	\$ 15.00	\$ 20.00	\$ 5.00
FM Totes	\$ 4.38	\$ 10.00	\$ 5.62

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July 29, 2020

Krisi Trevarrow
Rochester DDA
431 Main Street
Rochester, Michigan 48307

RE: 431 Main Street

Dear Ms. Trevarrow:

Pursuant to our last conversation regarding the DDA's continued occupancy of the above referenced premises after December 31, 2020, I have prepared and you will find enclosed a draft of a three-year lease. Please review the enclosed draft with your Board at your earliest convenience. In the event there are any questions or concerns regarding the enclosed lease, please contact me to discuss and resolve the same.

I look forward to hearing from you and preparing the lease in final form for signing at a mutually convenient time.

Very truly yours,



Charles M. Sibert

CMS/egj
Enclosure

BUSINESS PROPERTY LEASE

(1) THIS LEASE made this _____ day of _____, 2020, by and between Charles M. Sibert, Trustee of the Charles F. Sibert Revocable Living Trust u/a/d 10/26/90, whose address is 444 W. University Dr., Rochester, Michigan 48307, the Lessor (hereinafter "Landlord"), and the Rochester Downtown Development Authority, whose address is 308 ½ S. Main, Rochester, Michigan 48307, the Lessee (hereinafter "Tenant").

DESCRIPTION

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Rochester, County of Oakland, State of Michigan, to-wit: the premises commonly known as 431 Main Street, consisting of the first floor and basement area (Leased Premises).

Tenant shall also have the right to the nonexclusive use of the parking area at the rear of the building with the other tenants of the building commonly known as 431 ½ Main St., 433 Main St., and 433 ½ Main St. Tenant agrees that the members, officers, employees, servants and agents of the DDA will not use the parking at the rear of the building to park their own vehicles or any vehicle under their use or control, provided, however, that Tenant and its invitees may temporarily park a vehicle being used for delivery purposes at the rear of the building for loading and unloading in connection with its normal business activities during normal business hours.

TERM

(3) This lease shall be for the term of three (3) years (January 1, 2021 – December 31, 2023) from and after the 1st day of January, 2021 fully to be completed and ended (Lease Term). This lease will terminate on December 31, 2023.

RENT

(4) TENANT'S OBLIGATIONS AND MANNER OF PAYMENT. For purposes of this Lease, the term "Obligations" shall mean any and all monetary obligations of Tenant to Landlord provided for in the Lease. All Obligations constitute rent for purposes of summary proceedings conducted pursuant to MCL 600.5714(1)(a). Tenant agrees to pay to Landlord a total of Ninety Six Thousand Nine Hundred Forty Two and no/Dollars (\$96,942.00) in Base Rent in lawful money of the United States of America payable in monthly installments in advance as follows.

Rent shall be paid in advance in monthly installments due on the first (1st) day of each month during the lease term beginning January 1, 2021 as follows:

January 1, 2021 – December 31, 2021	\$2,675.00/month
January 1, 2022 – December 31, 2022	\$2,701.75/month
January 1, 2023 – December 31, 2023	\$2,701.75/month

Tenant also agrees to pay Landlord the following items (Obligations) as Additional Rent as set forth in Paragraphs (A) – (C) below.

- A. Upon presentation of a water and sewer bill for 431 Main Street, the Tenant agrees to reimburse the Landlord for one-third (1/3rd) of the amount of the water and sewer bill.
- B. The Tenant agrees to pay Landlord Fifty percent (50%) of the DDA/PSD assessment or special assessment for the property commonly known as 431-433 Main Street. Landlord shall provide Tenant with a copy of the statement showing the amount owed for the DDA/PSD assessment and the amount the Tenant owes as its share of the DDA/PSD assessment. The amount the Tenant owes for its share of such charge shall be paid by Tenant upon receipt of Landlord's statement for such charge.
- C. The Tenant also agrees to pay Landlord Twenty Five percent (25%) of any assessment, special assessment, tax, fee, cost, or expense of any kind levied against the property commonly known as 431-433 Main Street for or in connection with the parking deck(s) the City of Rochester has constructed in the 400 block of Main Street. Landlord shall provide Tenant with a copy of the statement showing the amount owed for the Parking Deck Charge and the amount the Tenant owes as its share of the Parking Deck Charge. The amount the Tenant owes to Landlord for its share of the Parking Deck Charge shall be paid by Tenant upon receipt of Landlord's statement for such charge.

(5) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 7% per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

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

ASSIGNMENT

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

- A. If Tenant assigns or sublets the Leased Premises and such assignment or sublease increases the parking requirements for the building of which the Leased Premises are a part resulting in an increase in the parking fees charged or assessed to the property commonly known as 431-433 Main Street, any such increase in fees shall be paid by the Tenant and such assignment or sublease shall not release Tenant from such obligation.

- B. If Tenant shall so sublet a portion of the Leased Premises or assign this lease, all of the sums or other economic consideration received by Tenant as a result of such sublease or assignment, whether denominated as rent or otherwise, which exceed in the aggregate the total of Tenant's Obligations under Paragraphs 4(A)-(C) of this lease accruing during the term of such sublease or assignment (prorated to reflect Obligations allocable to that portion of the Leased Premises, subject to such sublease) shall be paid over to Landlord as and when received by Tenant as Obligations in addition to all others provided for in this lease.

BANKRUPTCY AND INSOLVENCY

(9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Landlord.

RIGHT TO MORTGAGE

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

USE AND OCCUPANCY

(11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for a business assistance center (known as the Downtown Collaborative Studio) helping businesses recover from the economic impact of COVID-19 and promoting businesses and their development through training, seminars and workshops and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

FIRE

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

REPAIRS

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

TENANT TO INDEMNIFY

(14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of Five Hundred Thousand Dollars (\$500,000.00) for damages resulting to one person and One Million Dollars (\$1,000,000.00) for damages resulting from one casualty, and Five Hundred Thousand Dollars (\$500,000.00) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. Such insurance shall be issued by an insurer acceptable to Landlord, shall name Landlord as an additional insured, shall provide that it is primary insurance and not excess over or contributory with any other insurance coverage and shall provide that Landlord shall receive thirty (30) days- notice from the insurer prior to any cancellation or change of coverage. Tenant shall also procure and keep in effect throughout the term of this lease fire insurance on a full replacement cost basis in respect of Tenant's

personal property within the Leased Premises and all alterations, additions and improvements made to the Premises by or for Tenant.

REPAIRS AND ALTERATIONS

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

The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

EMINENT DOMAIN

(16) Should any portion of Tenant's space hereunder be taken by any public authority under the power of eminent domain, then the term of this lease, at the option of Tenant, shall cease as of the day possession shall be taken by such public authority and advance for that period. All damages awarded for such taking shall belong to and be the property of the Landlord except to the extent that the basis upon which such damages are awarded include leasehold improvements made by the Tenant in which case the Tenant shall share in such awarded damages pro rata.

RESERVATION

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

CARE OF PREMISES

(18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep the Leased Premises under his control (including sidewalks, adjoining drives, streets, alleys, yards or open areas/spaces) clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the sidewalks and open areas/spaces cleaned, in which event the Tenant agrees to pay all

charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning such walks and open areas/spaces. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.

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

CONDITION OF PREMISES AT TIME OF LEASE

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

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

RE-RENTING

(22) The Tenant hereby agrees that during the Lease Term the Landlord may show the premises to prospective Tenants and may display in and about said premises and in the windows thereof such "FOR RENT" signs as are mutually agreeable and acceptable to Landlord and Tenant, provided that any cost of a For Rent sign incurred as a result of sign elements requested by Tenant shall be paid for by Tenant.

HOLDING OVER

(23) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

GAS, WATER, HEAT, ELECTRICITY

(24) The Tenant will pay all charges made against said leased premises for gas, 1/3rd of the water and sewer bill, heat and electricity during the continuance of this lease, as the same shall become due.

Landlord shall not be liable or responsible for any interruption of utilities or other services due to causes beyond Landlord's control or reasonably necessitated by making repairs or alterations to the leased premises or any other part of the building. Such interruptions shall not be deemed an actual or constructive eviction or partial eviction nor

shall they result in any abatement of Tenant's Obligations under this lease. Any rewiring or plumbing required to accommodate Tenant's needs, if approved by Landlord in its sole discretion, shall be performed by Tenant or his contractors at Tenant's sole expense.

ADVERTISING DISPLAY

(25) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

The DDA may install reasonable business signage for its business operations during the lease term provided all such signage complies with the ordinances of the City of Rochester and any requirements imposed by any of its officers, boards, or commissions. The DDA shall pay the cost of such signage, if any, at the front and rear of the building and on any awning attached to the exterior of the portion of the building where the Leased Premises are located. The DDA shall pay any and all cost and expenses in connection with such signage including but not limited to the cost and expense of installation and removing the sign(s) when Tenant's lease terminates or at the time the Tenant surrenders possession and vacates the Leased Premises.

ACCESS TO PREMISES

(26) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 7% per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

RE-ENTRY

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

QUIET ENJOYMENT

(28) The Landlord covenants that the said Tenant, on payment of all the Tenant's Obligations, the aforesaid installments and performing all the covenants aforesaid, shall and

may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

EXPENSES – DAMAGES RE-ENTRY

(29) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

REMEDIES NOT EXCLUSIVE

(30) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative and independent of one another and are in addition to such other remedies as may be provided herein, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed and available bylaw, statute, under common law, or equity.

In the event the Tenant is in default of any term, condition, covenant, or Obligation of this Lease, the same shall constitute a material breach of this Lease. In the event a default shall occur, then Landlord shall have the following remedies, which are cumulative and independent of one another and are in addition to such other remedies as may be provided herein or are available by statute, under common law or in equity.

A. If Tenant shall have failed to pay any Obligations under the terms of this lease, Landlord may recover possession of the Premises pursuant to MCL 600.5714(1)(a), as amended. The written demand for possession for nonpayment of rent due contemplated by said section shall also constitute any notice of default that may be required by this lease and the notice periods contemplated by the statute and this lease shall run concurrently.

B. Landlord may and is hereby empowered, at its election and sole discretion, to terminate this lease by means of written notice to that effect, and thereafter may recover possession of the Leased Premises pursuant to MCL 600.5714(1)(b)(i), as amended. The effective date of termination shall be the date set forth in such notice, but in any event shall not be earlier than the date on which an Event of Default shall have occurred. Landlord may give successive notices of default and termination or may include both notices in one document which shall set forth the period of time, if any, during which Tenant must cure all defaults set forth therein.

WAIVER

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

DELAY OF POSSESSION

(32) It is understood and agreed that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above-provided, by reason of the said premises not

being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

NOTICES

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

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

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

(36) Tenant is solely responsible for installation of any and all phone lines, internet or Wi-Fi access, and any repairs or maintenance which may be necessary in connection therewith.

(37) Tenant shall not perform any interior renovations or decorating of the leased premises without the prior approval of Landlord. Landlord agrees that approval for interior renovations or decorating shall not be unreasonably withheld.

(38) At or prior to Tenant's execution of this lease, Tenant shall pay Landlord a Security Deposit of One Thousand Dollars (\$1,000.00). The deposit shall be held by Landlord as security for the faithful and timely performance of all of Tenant's covenants and agreements contained in this lease. Landlord shall have the right (but not the Obligation) to apply any part of the deposit to cure any default of Tenant, and if Landlord does so, Landlord shall notify Tenant of such application and Tenant shall, within ten (10) days after the date of Landlord's notice, deposit with Landlord a sum sufficient to restore the deposit to its original amount.

In the event of sale of the building, Landlord shall have the right to transfer the deposit along with this lease to the purchaser and upon such transfer provided Landlord has given written notice to Tenant of the assignment and transfer of security deposit, accountability with regard to the deposit and Tenant shall thereafter look solely to the purchaser, its successors and assigns, for return of the deposit in whole or in part upon expiration of the term of this lease. In the event of any permitted assignment of this lease, the deposit shall be deemed held pursuant to the terms of this Lease by Landlord for the account of Tenant's assignee.

Upon expiration or earlier termination of this lease, Landlord shall apply the deposit first to any Obligations then due and unpaid and the balance, if any, shall be held as further security for Obligations thereafter coming due. If no further Obligations shall become due under the terms of this lease, then the balance of the deposit, without interest thereon, shall be refunded to Tenant.

The parties have agreed that in the event Tenant fails to restore the premises to the condition that existed prior to commencement of this tenancy, all or any portion of the security deposit may be used by Landlord when the Tenant vacates the Premises to restore the property to the condition that existed before the Tenant took possession of the Leased Premises.

(39) The person(s) signing this lease on behalf of the Tenant represents that s/he has authority to execute this lease and to bind the Tenant to the terms and conditions set forth herein.

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

LANDLORD
Charles F. Sibert Revocable Living Trust
u/a/d October 26, 1990

By: _____
Charles M. Sibert, Trustee

TENANT
ROCHESTER DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____

Its: _____
By: _____

**PRELIMINARY DRAFT
COPY FOR
REVIEW PURPOSES**

Its: _____

BUSINESS PROPERTY LEASE

(1) THIS LEASE made this _____ day of _____, 2019, by and between James L. Holland of 350 Red Oak, Rochester, MI 48307, the Lessor (hereinafter "Landlord"), and Rochester Downtown Development Authority of 308 ½ S. Main, Rochester, Michigan 48307, the Lessee (hereinafter "Tenant").

DESCRIPTION

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Rochester, County of Oakland, State of Michigan, to-wit

Second floor office space, commonly known as 308 ½ Main Street, Suites A and B, Rochester, Michigan 48307

TERM/RENT

(3) For the term of two (2) years (June 1, 2019 through May 31, 2021) from and after the 1st day of June, 2019, fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord for rent of said premises for said term the sum of Forty Seven Thousand Nine Hundred Forty Dollars (\$47,940.00) in lawful money of the United States payable in monthly installments in advance, upon the 1st day of each and every month as follows: One Thousand Nine Hundred Ninety Seven and 50/100ths Dollars (\$1,997.50) commencing June 1, 2019, with a like sum on the 1st day of every month thereafter during the lease term until the final payment on May 1, 2021.

RENT

(4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

INSURANCE

(5) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 7% per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

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

ASSIGNMENT

(7) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises. However, in only the case of the sublet, Landlord's written consent shall not be unreasonably withheld.

BANKRUPTCY AND INSOLVENCY

(8) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Landlord.

RIGHT TO MORTGAGE

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

USE AND OCCUPANCY

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

FIRE

(11) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and

provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may, at his option, terminate this lease forthwith by a written notice to the Tenant.

REPAIRS

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

TENANT TO INDEMNIFY

(13) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of Five Hundred Thousand Dollars (\$500,000.00) for damages resulting to one person and One Million Dollars (\$1,000,000.00) for damages resulting from one casualty, and Five Hundred Thousand Dollars (\$500,000.00) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

REPAIRS AND ALTERATIONS

(14) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury. Provided, however, Tenant's obligation to repair the Leased Premises will not exceed Five Hundred Dollars (\$500.00) on an annual basis without the consent of the DDA which may be withheld in its sole discretion.

The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

EMINENT DOMAIN

(15) Should any portion of Tenant's space hereunder be taken by any public authority under the power of eminent domain, then the term of this lease, at the option of Tenant, shall cease as of the day possession shall be taken by such public authority and advance for that period. All damages awarded for such taking shall belong to and be the property of the Landlord except to the extent that the basis upon which such damages are awarded include leasehold improvements made by the Tenant in which case the Tenant shall share in such awarded damages pro rata.

RESERVATION

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

CARE OF PREMISES

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

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

CONDITION OF PREMISES AT TIME OF LEASE

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

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

RE-RENTING

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

HOLDING OVER

(22) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

GAS, WATER, HEAT, ELECTRICITY

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

ADVERTISING DISPLAY

(24) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

ACCESS TO PREMISES

(25) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 7% per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

RE-ENTRY

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

QUIET ENJOYMENT

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

EXPENSES – DAMAGES RE-ENTRY

(28) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

REMEDIES NOT EXCLUSIVE

(29) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

WAIVER

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

DELAY OF POSSESSION

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

NOTICES

(32) Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing

addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

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

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

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

(37) _____ (intentionally left blank)

(38) Landlord agrees to pay all property taxes and assessments on the property during the lease term.

(39) Tenant is solely responsible for installation of any and all phone lines and any repairs or maintenance which may be necessary.

(40) Tenant is to be solely responsible for the cost of maintenance and repairs to the heating and air conditioning systems servicing the leased premises. In the event that either the heating or air conditioning system servicing the premises need to be replaced, such cost shall be paid solely by Landlord.

(41) Tenant shall reimburse Landlord for the cost of maintaining and cleaning the stairway and hall servicing the second floor. Landlord will arrange to have the same swept every other week and to have the carpet cleaned approximately four (4) times a year. Tenant's share of such costs shall be equal to its pro rata share of the total floor space of the second floor. Tenant shall pay its pro rata share within ten (10) days of Landlord furnishing proof of such cost and requesting payment.

(42) Tenant shall not perform any interior renovations or decorating of the leased premises without the prior approval of Landlord. Landlord agrees that approval for interior renovations or decorating shall not be unreasonably withheld.

(43) Tenant shall pay its pro rata share of the cost of snow removal. Tenant shall not allow any of its officers, employees, or clients to park at the rear of the building. All such persons shall park in the municipal parking lots.

(44) Tenant shall be solely responsible for cleaning and maintaining their second story windows on the building during the least term.

(45) Landlord waives the requirement of a security deposit.

(46) Tenant is hereby provided an option to extend the lease period for a term of up to an additional three years at the conclusion of this lease provided the parties are able to agree on a revised lease amount (rent) during the extended term. The option is conditioned on Tenant exercising the option, in writing, at least sixty (60) days prior to the expiration of this lease.

(47) The person(s) signing this lease on behalf of the Tenant represents that s/he has authority to execute this lease and to bind the Tenant to the terms and conditions set forth herein.

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

By: 
James L. Holland

ROCHESTER DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____

Its: _____

By: _____

Its: _____

6D. Outdoor Platform Update – Nik/Kristi

Nik & Kristi will provide an update on the Outdoor Platforms downtown.

Additionally, the Executive Committee discussed the removal date of the platforms required by the City and wanted the Board to discuss potentially requesting that the platforms be allowed to remain past the current removal date, which is October 16.

6E. Outdoor Seating Mini Grant Application – Kristi

The Studio of Rochester previously received a grant in the amount of \$1,550. They contacted us last week to inform us that the number they provided in the original grant application was an estimate and the actual cost was actually higher. Attached are the new item prices. They are requesting that the DDA Board reconsider their request and increase the grant amount.

Updated Costs Provided by The Studio of Rochester:

(3) Tents: \$4500
(3) High Tops: \$262.75
(1) Check-in Tent:\$109.75
(1) Check-in Table: \$74.19
\$4946.69

If approved, the new grant amount would be \$2,473.50, an increase of \$923.50.

**OUTDOOR SEATING MINI-GRANT
PROGRAM APPLICATION**

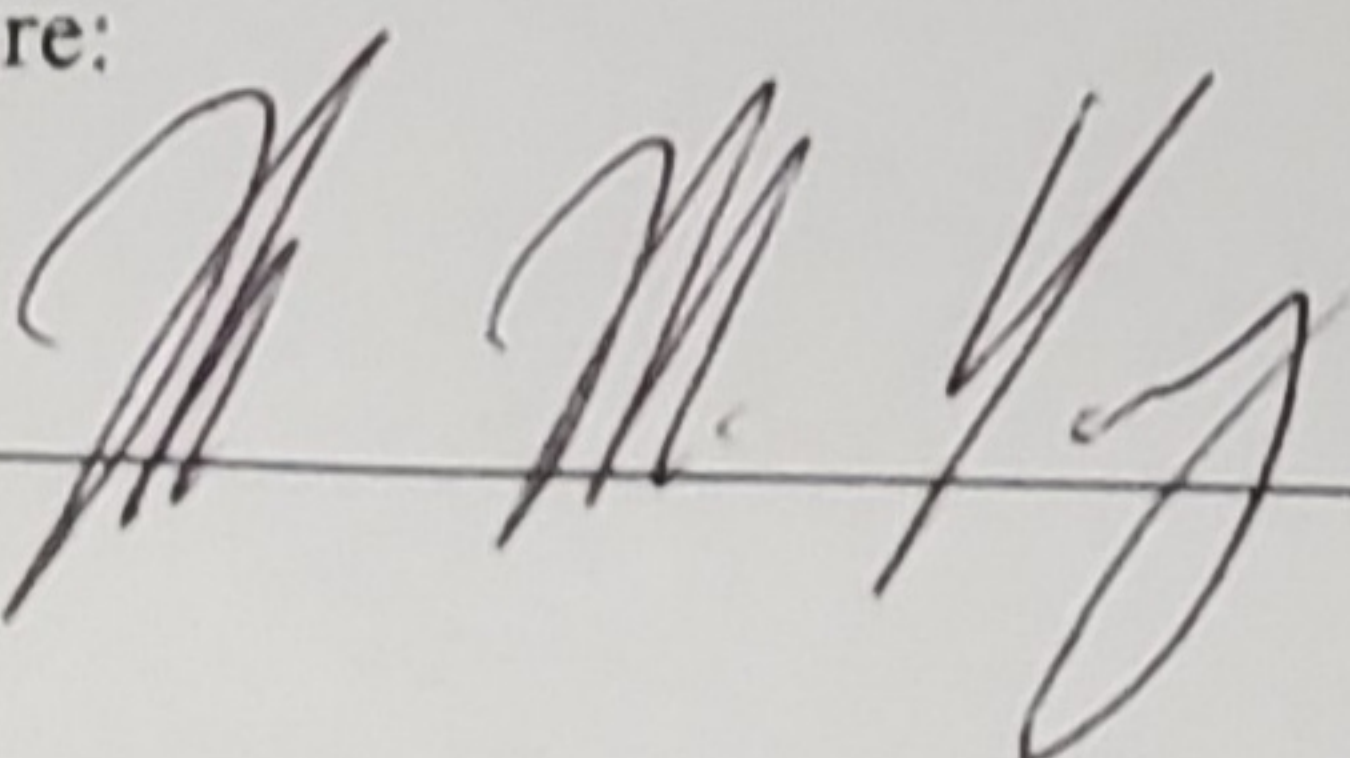
1. Business Name: The Studio of Rochester
2. Business Contact Person: Beckie Young & Lisa Krantz
3. Mailing Address: 100 E 2nd Street
Rochester, MI 48307.
4. Phone Number: 248.841.1988 office 248.224.6850 cell
5. Building Address: 100 E 2nd Street
6. Building Owner: Jim Wilson
7. Building Owner's Address: 8920 Clarridge Rd Clarkston, MI 48348
8. Building Owner's Phone #: 248.521.2520
9. The following items must be provided:

- a) Detailed Description of Elements in Seating Area
- b) Rendering or Diagram of Seating Area

The Undersigned Applicant Affirms and Understands That:

- a. The information submitted herein is true and accurate to the best of my knowledge.
- b. I have read and understand the Outdoor Seating Mini-Grant Program Guidelines and agree to abide by these conditions.
- c. I understand that receipt of an Outdoor Seating Mini Grant Funding Commitment Letter from the DDA does not constitute application or approval by the City of Rochester.
- d. I understand that the proposed improvements cannot be started until the DDA reviews and acts upon this application. **The DDA will not approve an Outdoor Seating Mini-Grant for a project that has been started prior to consideration by the DDA Board.**
- e. I understand that any changes made to the approved project without the approval of the DDA Director will cause the DDA to withdraw its funding commitment.

Signature:



Date 7/15/20



The outdoor improvements will include 3 tent areas to provide shade in the parking lot. Shade tents will not include sides (walls) and will be safely installed in a fashion that can be easily converted back to full parking lot use at a time that indoor business returns to normal. Each tent will also have 1 teacher station (similar to a high top table) for computer to better utilize Zoom option for customers not comfortable in-person as well as a stool or high top chair.

Based on the slope of the parking lot, locations may be altered slightly but will not impact parking of other businesses. Jim Wilson, owner of the building, has approved the use of the parking lot for outdoor classes. We are on week 4 of dancing in the direct sun and would be grateful for the outdoor grant.



File **Message** Help Acrobat Tell me what you want to do

Ignore Delete Archive Reply Reply All Forward More Meeting

Junk Delete Archive Reply Reply All Forward More Meeting

To Manager Team Email Reply & Delete

Done Create New

Move OneNote Actions

Assign Mark Categorize Follow Up

Policy Unread Tags

Translate Find Related Select

Read Aloud Zoom Insights

Speech Zoom

Re: Outdoor seating grant application

 info@thestudioofrochester.com <thestudioofrochester@gmail.com>
To Kristi Trevarrow

Reply Reply All Forward

Thu 7/16/2020 12:29 PM

You replied to this message on 7/16/2020 12:37 PM.
This message is part of a tracked conversation. Click here to find all related messages or to open the original flagged message.

Tents - \$600 per tent x3 = \$1,800
High tops with stools - \$200 each set x3 = \$600
Ballasts - \$20 each x36 = \$720
Total Estimated cost= \$3,120

On Thu, Jul 16, 2020 at 10:33 AM Kristi Trevarrow <kristi@downtownrochestermi.com> wrote:

Hi!

Thanks for submitting the application. Could you provide a cost estimate as well?

Thanks!

Kristi

From: info@thestudioofrochester.com <thestudioofrochester@gmail.com>
Sent: Wednesday, July 15, 2020 9:11 PM
To: Kristi Trevarrow <kristi@downtownrochestermi.com>
Subject: Outdoor seating grant application

Hi Kristi,
Please find our outdoor grant application attached

JMDK LLC

32671 Conrad Street
 Chesterfield, Michigan 48047

INVOICE

Date	INVOICE
8/22/2020	JMDK20-14

ATTN: Accounts Payable Rochester Hills DanceTHE STUDIO

	TERMS	DUE DATE		DATE OF SERVICE	BILLING
	Net	Set Up			
Hours	DESCRIPTION		RATE	Sept to Dec	
	3 20x40 commercial grade tents, staked down 3 chandelier lights with 2 extension cords per tent		\$1500 each		\$4,500.00
	with possible sides for part of tent later on prevailing wind usually the west side				
0	Mileage				-
0	Mileage				-
Thank you for your business					

TOTAL	\$4,500.00
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Details for Order #111-6794424-4857808[Print this page for your records.](#)**Order Placed:** September 4, 2020**Amazon.com order number:** 111-6794424-4857808**Order Total:** \$262.75**Not Yet Shipped****Items Ordered**1 of: *Flash Furniture 2-Foot Round Aluminum Indoor-Outdoor Folding Bar Height Table with Base (3 Pack)*Sold by: Shop406 ([seller profile](#))

Condition: New

Price

\$247.88

Shipping Address:Lisa Krantz
1502 Streamwood Ct.
Rochester Hills, MI 48309
United States**Shipping Speed:**

Standard Shipping

Payment information**Payment Method:**

Visa | Last digits: 3593

Billing addressLisa Krantz
1502 Streamwood Ct.
Rochester Hills, MI 48309
United States

Item(s) Subtotal: \$247.88

Shipping & Handling: \$0.00

Total before tax: \$247.88

Estimated tax to be collected: \$14.87

Grand Total: \$262.75

Details for Order #112-3843949-0593005

[Print this page for your records.](#)

Order Placed: September 4, 2020

Amazon.com order number: 112-3843949-0593005

Order Total: \$109.75

Not Yet Shipped

Items Ordered

1 of: Ohuhu EZ Pop-Up Canopy Tent with Weight Bags & Ropes Pegs, Slant Leg 10x10 FT Light Duty Reinforced Steel Frame Commercial Instant Shelter with 3 Adjustable Heights & Easy-Carrying Wheeled Carry Bag

Sold by: [CosyLiving Shop](#) ([seller profile](#))

Condition: New

Price

\$108.99

Shipping Address:

Lisa Krantz - The Studio of Rochester - TSR
100 E 2ND ST
ROCHESTER, MI 48307-2000
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

American Express | Last digits: 1002

Billing address

Lisa Krantz
1502 Streamwood Ct.
Rochester Hills, MI 48309
United States

Item(s) Subtotal: \$108.99

Shipping & Handling: \$0.00

Your Coupon Savings: -\$5.45

Total before tax: \$103.54

Estimated tax to be collected: \$6.21

Grand Total: \$109.75

Details for Order #111-8337579-5241821[Print this page for your records.](#)**Order Placed:** September 4, 2020**Amazon.com order number:** 111-8337579-5241821**Order Total:** \$74.19**Not Yet Shipped****Items Ordered**1 of: *Iceberg 24" x 48" Folding Table, Platinum, IndestrucTable TOO 500 Series (MADE IN USA)*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$69.99

Shipping Address:Lisa Krantz - The Studio of Rochester - TSR
100 E 2ND ST
ROCHESTER, MI 48307-2000
United States**Shipping Speed:**

One-Day Shipping

Payment information**Payment Method:**

American Express | Last digits: 1002

Item(s) Subtotal: \$69.99

Shipping & Handling: \$0.00

Billing addressLisa Krantz
1502 Streamwood Ct.
Rochester Hills, MI 48309
United States

Total before tax: \$69.99

Estimated tax to be collected: \$4.20

Grand Total:\$74.19To view the status of your order, return to [Order Summary](#).



6F. Downtown Fall/Holiday Event Updates – Kristi

Kristi will provide an update on the status of the Fall/Holiday events downtown through the end of the year,

6G. The Big, Bright Light Show Update – Kristi

Kristi will provide an update on the status of The Big, Bright Light Show Installation and the marketing plan for this season.

6H. Schedule Joint DDA/PSD Meeting - Ben

To start planning for 2021 and in preparation for Goals & Objectives, the Executive Committee discussed setting a date for a Joint Meeting with the PSD Board.

7A. Executive Director Update

September Art Month

Art Month Activities are all up and running – Taste of Fall, Deck Art and the Magical Mural Tour. A big thank you to Bob Bloomingdale for donating his time to install all the murals for the Tour.

New Online Marketing Project

Beginning this week, we are launching a new online marketing initiative called the Downtown Dish. It will include weekly, short-format videos focusing on different businesses and products downtown. The first few weeks will feature restaurants participating in the Taste of Fall program, then transition into a retail focus for the month of October. If successful, we will continue the program through the holidays.

The Big, Bright Light Show

Installation of The Big, Bright Light Show will begin Monday, September 14. A detailed update will be provided during the regular meeting agenda.



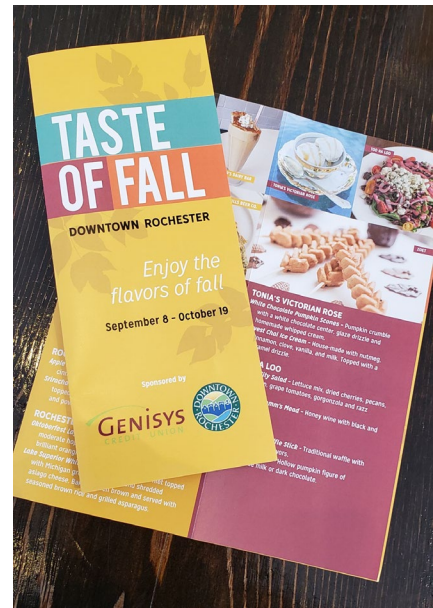
Rochester DDA Board Meeting

September 10, 2020

Events Coordinator Report

Events

- **Deck Art – September 10 & 11** – Deck Art begins tonight! We have over 150 skateboards displayed in 34 businesses. Deck Art is a self-guided promotion and maps of participating businesses are listed on the DDA’s website. Decks will be on displayed until September 19th.
- **Taste of Fall** – Taste of Fall is a brand-new promotion for our restaurants, bars, and bakeries. The purpose of the promotion is to showcase Michigan’s fall flavors through new, innovative food and beverage offerings downtown. Taste of Fall began on September 8 and will run through October 19. In support of the promotion, we produced a brochure (both printed and online), table tents and a social media campaign.



- **September Flash Sale** - In place of Sidewalk Sales, Downtown Rochester is hosting a September Flash Sale! The sale is one week (September 14 - 19) and over 25 businesses will be having special in-store sales/promotions. Businesses and their sales are listed on our website downtownrochestermi.com/September-flash-sale.

DOWNTOWN DEVELOPMENT AUTHORITY BOARD MEETING
September 2020
Marketing Coordinator Update

PROMOTION

Farmers' Market:

The market has continued to be a source of positivity for our customers and vendors alike. With the market robust in produce, dahlias and specialty foods we have consistently seen 2,000 attendees a week. The Rochester Pollinators will be present a few weeks in September, making the purchase and pick up of native plants easy as always.

Thursday Night Market: We had a successful run with Thursday Night Markets. Averaging 600 shoppers a night. We offered an array of downtown retailers, farmers' market vendors and local crafters and artisans. There was expressed interest from the vendors in hosting the market next summer as well as, many phone calls from the community looking for it in September.

Kris Kringle Market: Lincoln of Troy has signed on to once again be this year's exclusive presenting sponsor. Vendor applications have been sent out and turned in. We currently have a few space openings and are in discussion with potential new vendors. At this time we have a few different plans in place to make the market palatable depending on where we are with the phasing of the MI Safe Start Plan. This would include changing the location to the East Parking Platform, monitoring capacity, face covering policy, additional spacing and safety guidelines. As well, we would not be pursuing having a warming tent this year and would only pursue the sale of beer and wine if we move into Phase 5.

In Town Magazine: Marketing Kits were recently sent out and have been returned with advertising opportunities for the In Town Magazine. Next week we will be working with businesses on collecting items for our photoshoot taking place the last week in September. In Town Magazines will hit homes the second week of November.

User: mmoriwaki

DB: Rochester

PERIOD ENDING 08/31/2020

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund Group <None>						
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 000.000 - GENERAL LEDGER						
494-000.000-402.000	CURRENT PROPERTY TAXES	1,631,032.00	238,076.91	238,076.91	1,392,955.09	14.60
494-000.000-573.000	LOCAL COMMUNITY STABILIZATION	53,000.00	0.00	0.00	53,000.00	0.00
494-000.000-626.000	DDA BUSINESS DEVELOPMENT	5,000.00	15,196.22	3,189.00	(10,196.22)	303.92
494-000.000-665.000	INCOME ON INVESTMENTS	15,300.00	0.00	0.00	15,300.00	0.00
494-000.000-665.072	INTEREST -MICHIGAN CLASS	0.00	193.86	0.00	(193.86)	100.00
494-000.000-676.000	ADMINISTRATIVE CROSS CHARGE	42,767.00	0.00	0.00	42,767.00	0.00
494-000.000-692.000	MISCELLANEOUS INCOME	7,500.00	0.00	0.00	7,500.00	0.00
Total Dept 000.000 - GENERAL LEDGER		1,754,599.00	253,466.99	241,265.91	1,501,132.01	14.45
TOTAL REVENUES		1,754,599.00	253,466.99	241,265.91	1,501,132.01	14.45
Expenditures						
Dept 752.000 - BIG BRIGHT LIGHTSHOW						
494-752.000-805.000	CONTRACTUAL SERVICES	446,658.00	0.00	0.00	446,658.00	0.00
Total Dept 752.000 - BIG BRIGHT LIGHTSHOW		446,658.00	0.00	0.00	446,658.00	0.00
Dept 896.000 - DOWNTOWN DEVELOPMENT AUTHORITY						
494-896.000-701.000	SUPERVISOR SALARIES	77,200.00	14,737.24	5,917.96	62,462.76	19.09
494-896.000-701.002	PART-TIME WAGES	0.00	907.50	390.00	(907.50)	100.00
494-896.000-710.101	LONGEVITY	1,400.00	0.00	0.00	1,400.00	0.00
494-896.000-715.000	FICA	6,288.00	1,198.04	483.03	5,089.96	19.05
494-896.000-716.000	HOSPITALIZATION	21,964.00	3,294.02	1,647.01	18,669.98	15.00
494-896.000-716.002	HOSPITALIZATION - RETIREE	1,200.00	0.00	0.00	1,200.00	0.00
494-896.000-716.004	HOSPITALIZATION -HSA FUNDING	6,120.00	0.00	0.00	6,120.00	0.00
494-896.000-717.000	EMPLOYEE LIFE INSURANCE	522.00	0.00	0.00	522.00	0.00
494-896.000-718.000	RETIREMENT CONTRIBUTION	27,637.00	5,139.34	5,139.34	22,497.66	18.60
494-896.000-719.000	DENTAL/OPTICAL	515.00	284.40	113.76	230.60	55.22
494-896.000-721.000	UNEMPLOYMENT COMP. INSURANCE	16.00	2.12	0.00	13.88	13.25
494-896.000-728.000	POSTAGE	3,133.00	46.55	46.55	3,086.45	1.49
494-896.000-729.000	PRINTING & OFFICE SUPPLIES	20,000.00	6,375.71	1,708.57	13,624.29	31.88
494-896.000-757.000	OPERATING SUPPLIES	2,500.00	443.76	94.31	2,056.24	17.75
494-896.000-801.000	ADMINISTRATIVE CROSS CHARGE	76,592.00	0.00	0.00	76,592.00	0.00
494-896.000-803.000	LEGAL SERVICES	2,551.50	612.50	150.00	1,939.00	24.01
494-896.000-804.000	AUDITING	2,700.00	0.00	0.00	2,700.00	0.00
494-896.000-805.008	CONTRACT SVCS - ORG. COMMITTE	69.00	0.00	0.00	69.00	0.00
494-896.000-805.009	CONTRACT SVCS - BUS. DEV COMM	112,945.00	20,698.92	6,578.18	92,246.08	18.33
494-896.000-805.010	CONTRACT SVCS - D.P.W.	10,445.00	0.00	0.00	10,445.00	0.00
494-896.000-805.011	CONTRACT SVCS - MAINTENANCE	22,979.00	103.00	103.00	22,876.00	0.45
494-896.000-805.027	CABLE CASTING	4,178.00	650.00	650.00	3,528.00	15.56
494-896.000-805.030	CONTRACT SVCS - DUMPSTERS	119,768.00	14,143.32	0.00	105,624.68	11.81
494-896.000-805.034	CONTRACT SVCS - SIDEWALK SNOW	10,435.00	0.00	0.00	10,435.00	0.00
494-896.000-805.703	CONTRACT SVCS - EMPLOYMENT	1,776.00	840.00	140.00	936.00	47.30
494-896.000-850.000	TELECOMMUNICATIONS	5,133.00	1,554.02	592.67	3,578.98	30.28
494-896.000-850.001	TELEPHONE LEASE	626.00	0.00	0.00	626.00	0.00
494-896.000-860.000	COMPUTER RENTAL	2,049.00	0.00	0.00	2,049.00	0.00
494-896.000-861.002	EQUIPMENT LEASE - COPY MACHIN	16,712.00	2,520.81	1,202.05	14,191.19	15.08
494-896.000-863.001	PROFESSIONAL DEVELOPMENT	9,000.00	0.00	0.00	9,000.00	0.00

PERIOD ENDING 08/31/2020

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund Group <None>						
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY						
Expenditures						
494-896.000-863.002	TRAVEL	1,567.00	0.00	0.00	1,567.00	0.00
494-896.000-864.000	LOCAL MILEAGE ALLOWANCE	1,085.00	0.00	0.00	1,085.00	0.00
494-896.000-883.000	COMMUNITY AFFAIRS- EXTERNAL	3,520.00	207.29	0.00	3,312.71	5.89
494-896.000-912.000	GENERAL INSURANCE	16,403.00	0.00	0.00	16,403.00	0.00
494-896.000-921.000	LIGHT & POWER	36,557.00	5,563.60	2,632.42	30,993.40	15.22
494-896.000-922.000	HEAT-BUILDING	597.00	116.68	47.57	480.32	19.54
494-896.000-931.000	MAINTENANCE & REPAIRS - EQUIP	522.00	0.00	0.00	522.00	0.00
494-896.000-940.000	RENTAL OF LAND	25,068.00	3,995.00	1,997.50	21,073.00	15.94
494-896.000-957.000	DUES & SUBSCRIPTIONS	1,671.00	910.68	177.48	760.32	54.50
Total Dept 896.000 - DOWNTOWN DEVELOPMENT AUTHORIT		653,443.50	84,344.50	29,811.40	569,099.00	12.91
Dept 900.000 - CAPITAL CONTROL						
494-900.000-974.019	CAPITAL ASSETS - MAINT & MINO	150,000.00	21,482.44	15,121.44	128,517.56	14.32
494-900.000-974.121	SIDEWALK RECONSTRUCTION	31,334.00	0.00	0.00	31,334.00	0.00
494-900.000-974.210	STREET LIGHTING REPLACEMENT	250,000.00	202,240.00	202,240.00	47,760.00	80.90
494-900.000-989.000	COVID-19 RESPONSE	68,375.00	66,182.00	10,182.00	2,193.00	96.79
Total Dept 900.000 - CAPITAL CONTROL		499,709.00	289,904.44	227,543.44	209,804.56	58.01
Dept 965.000 - APPROPRIATIONS TO OTHER FUNDS						
494-965.000-999.203	TRANS TO MVH LOCAL STREET FUN	273,000.00	0.00	0.00	273,000.00	0.00
494-965.000-999.516	TRANS TO AUTO PARKING FUND	238,970.00	0.00	0.00	238,970.00	0.00
Total Dept 965.000 - APPROPRIATIONS TO OTHER FUNDS		511,970.00	0.00	0.00	511,970.00	0.00
TOTAL EXPENDITURES		2,111,780.50	374,248.94	257,354.84	1,737,531.56	17.72
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		1,754,599.00	253,466.99	241,265.91	1,501,132.01	14.45
TOTAL EXPENDITURES		2,111,780.50	374,248.94	257,354.84	1,737,531.56	17.72
NET OF REVENUES & EXPENDITURES		(357,181.50)	(120,781.95)	(16,088.93)	(236,399.55)	33.82
Fund Group <None>:						
TOTAL REVENUES		2,456,515.00	274,254.56	245,335.91	2,182,260.44	11.16
TOTAL EXPENDITURES		2,813,696.50	436,782.70	294,747.01	2,376,913.80	15.52
NET OF REVENUES & EXPENDITURES		(357,181.50)	(162,528.14)	(49,411.10)	(194,653.36)	45.50
TOTAL REVENUES - ALL FUNDS		2,456,515.00	274,254.56	245,335.91	2,182,260.44	11.16
TOTAL EXPENDITURES - ALL FUNDS		2,813,696.50	436,782.70	294,747.01	2,376,913.80	15.52
NET OF REVENUES & EXPENDITURES		(357,181.50)	(162,528.14)	(49,411.10)	(194,653.36)	45.50