



**CITY OF NOVI CITY COUNCIL
DECEMBER 5, 2022**

SUBJECT: Consideration of a request from Garage Novi, LLC for a new Class C quota license to be located at 44375 W. 12 Mile Road, F-139, Novi, MI 48375 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

The city currently has seven new class c quota liquor licenses available. Chapter 3 of the city code contains the review criteria for considering a new license. Section 3-13 establishes the city's general licensing policy, which considers whether the facility:

- a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city.
- b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies.
- c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

In addition, Section 3-15 (g) establishes specific criteria, evaluating the application with regard to:

The applicant (subsection [g][1]), such as:

- The applicant's management experience in the alcohol/liquor business

The facility (subsection [g][2]), such as:

- compliance with building, zoning, and other code requirements
- effects on traffic
- effects on surrounding businesses and neighborhood
- proximity of the proposed business facility to other similarly situated licensed liquor facilities

Benefits to the community (subsection [g][3])

- effects upon the economic development of the city
- effects on the health, welfare and safety of the general public
- whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration, among other things:
 1. total number of licenses for similar establishments and/or operations in the city; and
 2. proximity of the establishment to other licensed liquor establishments
- The uniqueness of the facility contrasted with other existing or proposed facilities
- The permanence of the proposed facility in the community.

Section 3-17 of the City Code allows for an agreement on the prohibition on profiteering by Class C liquor license holders. Under the terms of the agreement, the City Council shall not approve the transfer of a Class C liquor license within three (3) years of the date of the original issuance of the license. A draft agreement is included in this packet.

Ford's Garage is an American chain of casual dining restaurants founded in 2012. The business is a neighborhood burger and beer joint, where everyone is welcome. Ford's Garage will give the vibe of being in a 1920's service station to include vintage Ford vehicles, gas pumps, and fixtures. With a focus on American Craft Beer, beverage options range from a number of non-alcoholic options, multiple draft and bottle beers, to wine and cocktails.

William Downs III has experience with the management of alcohol/liquor in the restaurant business dating back to 1992. He currently owns and operates Ford's Garage Dearborn; he co-founded BD's Mongolian BBQ and Grill; he has served as a consultant board member and partner in numerous restaurants, businesses, and non-profits for 30 years.

The Police Department has no objection to the request. The Fire Department has no objection to the request, pending compliance with City regulations.

RECOMMENDED ACTION: Approval of the request from Garage Novi, LLC for a new Class C quota license to be located at 44375 W. 12 Mile Road, F-139, Novi, MI 48375 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders County because the proposed use is in an area that is focused on entertainment and the proposed licensee will foster or generate economic development or growth with respect to this by offering a unique setting and menu options including the vibe of being in a 1920's service station to include vintage Ford vehicles, gas pumps, and fixtures. Furthermore, the business is family friendly with a focus on American Craft Beer with beverage options ranging from a number of non-alcoholic options, multiple draft and bottle beers, to wine and cocktails. The premises was previously occupied by a similar business licensed to sell alcohol and such use is not incompatible with other uses in the area, the existing use will continue and has not adversely affected surrounding uses, and because the applicant appears to qualify for a license under the City's ordinance.

Fahey Schultz Burzych Rhodes

ATTORNEYS AT LAW

FSBRLAW.COM

4151 OKEMOS ROAD

TEL: 517.381.0100

OKEMOS, MI 48864 USA

FAX: 517.381.5051

October 28, 2022

Via Overnight Delivery

City of Novi
Attn: Melissa Morris, Deputy City Clerk
45175 Ten Mile Road
Novi, MI 48375

Dear Sir/Madame:

**Re: Garage Novi, LLC – Liquor License Application
To Be Located at 44175 W. 12 Mile Road, F-139, Novi, MI 48124**

Enclosed please find the City of Novi Liquor License Application for Garage Novi, LLC.

We enclose the following documents on behalf of Applicant, Garage Novi, LLC:

- I. A copy of the application to the Michigan Liquor Control Commission.
 - Form LCC-301, Report of Stockholders, Members, Partners for Garage Novi, LLC;
 - Form LCC-301, Report of Stockholders, Members, Partners for Garage Development, LLC;
 - A copy of the Articles of Organization for Garage Novi, LLC;
 - A copy of the Articles of Organization for Garage Development, LLC;
 - A copy of the Operating Agreement for Garage Novi, LLC;
 - The Operating Agreement for Garage Development, LLC;
 - A fully executed copy of the Purchase Agreement between Garage Novi, LLC and CFP Brighton, Inc.;
2. A copy of the Lease for the property located at 44175 W. 12 Mile Road, F-139, Novi, MI 48124.
3. A copy of the menu, including the drink menu.
4. A check in the amount of \$1420.00



Also, by copy of this letter we submit Questionnaire C to the City of Novi Police Department.

On behalf of the members of Garage Novi, LLC, we request all personal information contained in this application be kept highly confidential. In certain sections of the application information was intentionally omitted, as it was deemed personal and sensitive. Please feel free to call further.

Should have need anything more in processing this application please contact me, or my assistance, Rhonda Mask.

Sincerely,



MARK J. BURZYCH

MEMBER

Direct: 517.381.3159

mburzych@fsbrlaw.com

cc: Troy Foster, City of Novi Police Department
Liquor License Application; Questionnaire C

Enclosures

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council. Please refer to Novi Alcoholic Liquor Ordinance, Articles I-II.

1(a). **Applicant's personal information:**

Name: Garage Novi, LLC

Address: _____

Novi, MI 48375 (mailing address)

Phone: _____

1(b). **Business location information:**

Name: Garage Novi, LLC

Address: 44175 W. 12 Mile Road, F-139

Novi, MI 48375

Phone: 248-767-0034

NOTE: If the applicant is a partnership, you must include the name and address of each partner and attach a copy of the partnership agreement. If the applicant is a privately held corporation, you must include the name and address of each corporate officer, member of the board of directors and/or stockholders. Attach a copy of the articles of incorporation.

2. Type of liquor license applying for (circle all those that apply):

Class C Resort Tavern Club Hotel A B Quota Transfer Microbrewery/Brewpub

Theme of Proposed Business: Ford's Garage is an American chain of casual dining restaurants founded in 2012.

Ford's Garage is a neighborhood burger and beer joint, where everyone is welcome. Ford's Garage will give the vibe of being in a 1920's service station to include vintage Ford vehicles, gas pumps, and fixtures.

With a focus on American Craft Beer, beverage options range from a number of non-alcoholic options, multiple draft and bottle beers, to wine and cocktails.

3. Street address and legal description of the property where liquor license is to be located:

44175 W. 12 Mile Road, Ste. F-139

A legal description of the property is included as Exhibit B to the Lease, which is attached as Exhibit **A**

Questionnaire B – Administrative Background Information for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council.

1. What is the applicant's management experience in the alcohol/liquor business? _____

William Downs III has experience with the management of alcohol/liquor in the restaurant business dating back to 1992.

2. What is the applicant's general business management experience? _____

William Downs III currently owns and operates Ford's Garage Dearborn; he co-founded BD's Mongolian BBQ and Grill; he has served as consultant, board member and partner in numerous restaurants, businesses and non-profits for 30 years.

3. What is the applicant's general business reputation? _____

William Downs III is well known and respected in the restaurant and hospitality industry throughout the State of Michigan.

4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located? _____

The applicant has a sound financial status and has secured the funds to meet and sustain it's budget for opening as demonstrated by the documentation provided in Questionnaire C of this application.

5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors? _____

William Downs III - None.

Matthew Kirby - None.

6. Does the applicant use alcoholic beverages to excess? _____

William Downs III - No.

Matthew Kirby - No.

7. What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

Ford's Garage Novi is a local concept that is quickly developing a consumer following. The addition of Ford's Garage will bring increased visitors to the Twelve Mile Crossing Shopping Center and will have a positive impact on retail, entertainment and other economic development in the immediate surrounding area.

8. What effect would the issuance of a license have on the health, welfare and safety of the general public? _____

The addition of Ford's Garage Novi will bring increased sales tax revenue to the area. The approximately 50 anticipated employees will further help support the local economy.

9. Has the applicant received responses from the Police Department, Building Department and/or Fire Department with regard to the proposed facility? _____

Building plans are still in the works, the appropriate agencies will be contacted very soon.

10. What is the public need or convenience for issuance of a liquor license for this facility at the proposed location? _____

Aside from the unique dining experience, the surrounding community will only benefit from the addition as Ford's Garage will attract consumers from inside and outside of the immediate community. The issuance of a liquor license will advance the City's interest in developing the area surrounding the Twelve Mile Crossing Shopping Center.

11. What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use? _____

Ford's Garage Novi will be compatible with the surrounding architecture and current land use. The existing uses are compatible and consistent the development plan for the area.

12. Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning statutes and ordinances applicable to the City of Novi? Has applicant received information from the appropriate departments? _____

Yes.

The Applicant will communicate with the appropriate departments closer to the time inspections are necessary.

13. What effect will the facility to which the proposed liquor license is to be issued have upon vehicular and pedestrian traffic in the area? _____

The Twelve Mile Crossing Center is designed to handle restaurant-style pedestrian and vehicular traffic, the anticipated increased traffic will have little to no effect on the existing area streets or roadways.

14. What is the proximity of the proposed business facility to other similarly situated licensed liquor facilities? _____

Please see the store map of the Twelve Mile Crossing Shopping Center, attached as Exhibit

15. What is the proximity of the proposed facility to complimentary uses such as office and commercial development? _____

Please see the store map of the Twelve Mile Crossing Shopping Center, attached as Exhibit

16. What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts? _____

Ford's Garage Novi is located in a heavily commercialized area in which there are no churches or schools. There will be little to no direct impact on residential areas, churches or school districts.

17. What proposed or actual commitments are being made by the applicant to establish permanency in the community? _____

The applicant has a signed lease with the landlord, signed February 21, 2022. The term of the lease is 10 years, with four (4) renewal options to renew the lease for an additional term of five (5) years each.

18. What utilities are available to serve the facility? _____

All appropriate water, sewer, gas and electric utilities are available to serve this facility.

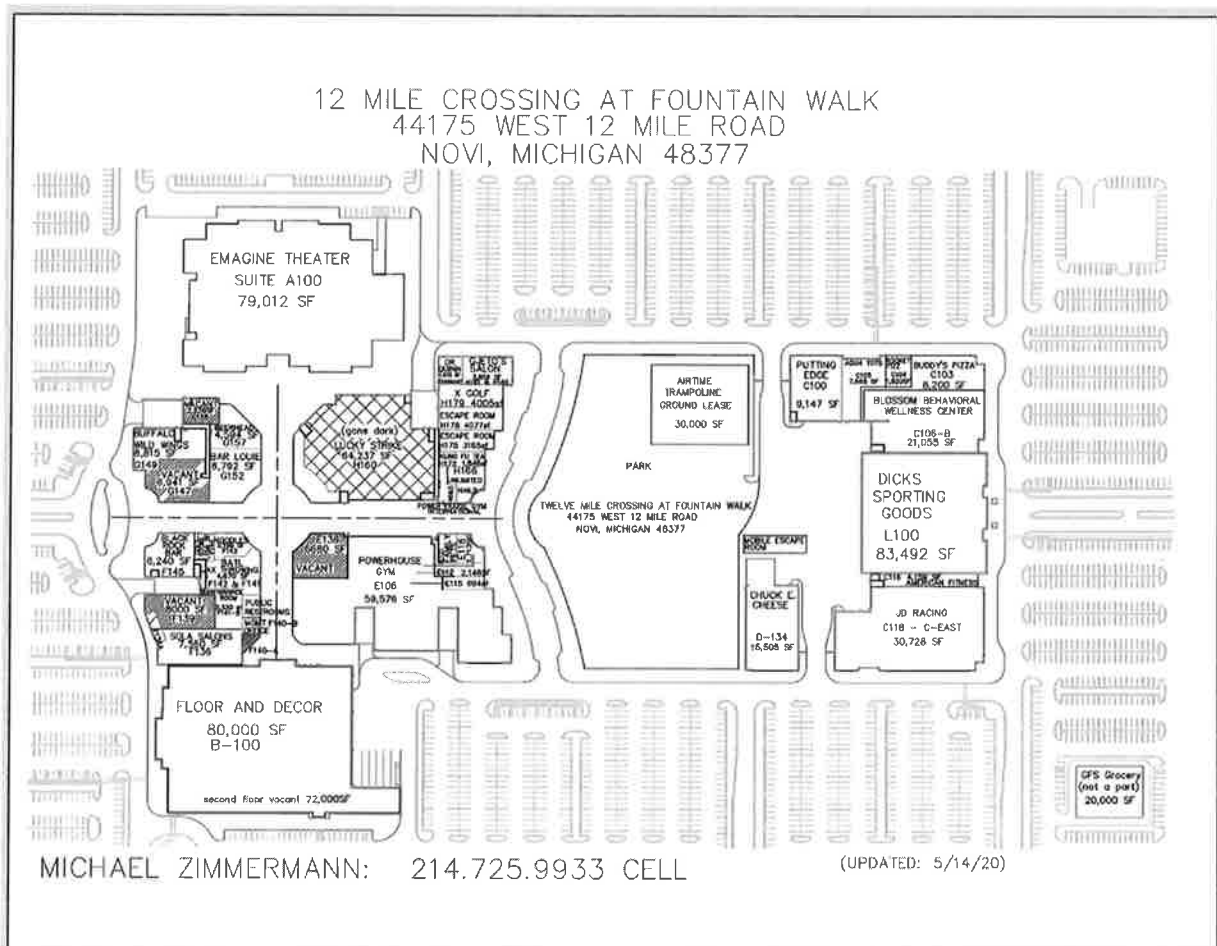
19. What other factors should the Novi City Council consider? _____

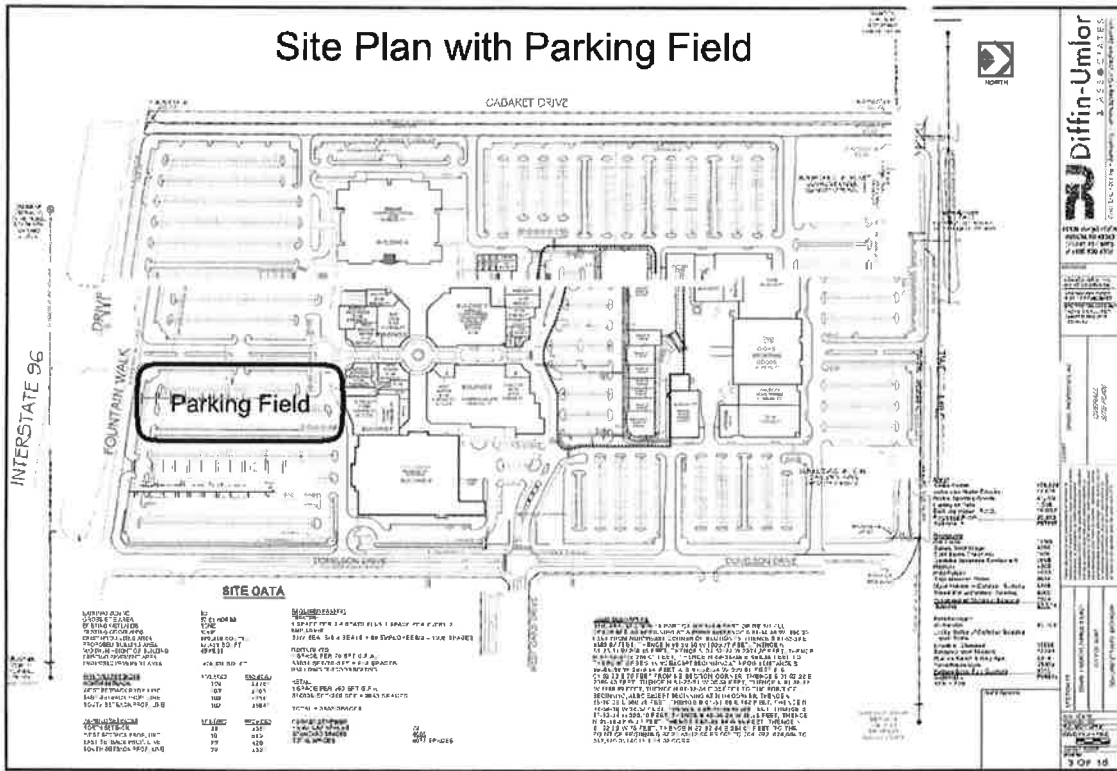
Ford's Garage is an established nation-wide franchise, with over 20 restaurants spanning several states. Ford's Garage combines the rich history of the iconic Ford Motor Co. into an enriching dining experience for guests. Ford's Garage Novi will be an excellent choice for customers to enjoy signature burgers and craft beer while patronizing other surrounding businesses in Twelve Mile Crossing. We are thrilled to be bringing more of the Ford's Garage experience to Michigan and excited about the relationships that we can build with surrounding businesses and the community. William Downs III is excited to bring Ford's Garage to his hometown of Novi, Michigan.

Exhibit "A",
Site Plan, Site Plan with Parking Field, and
Site Plan with location of 3rd Party Delivery and Carry-out Spots

Site Plan

This plan is intended for the sole purpose of depicting the proposed location of the Demised Premises within the Shopping Center. Landlord does not make any representation, warranty or covenant regarding the names of the proposed occupants of the Shopping Center or the proposed location and size of buildings within the Shopping Center that may be operated by such occupants in the Shopping Center, or the location or number of parking spaces and drive aisles, although the same are depicted on this plan. In addition, except as may be otherwise expressly set forth in the Lease, Landlord reserves the right to make any changes to the plan. Landlord makes no warranties or representations concerning any matter contained on this plan, handwritten or in any other manner noted, nor shall Tenant rely upon the same.





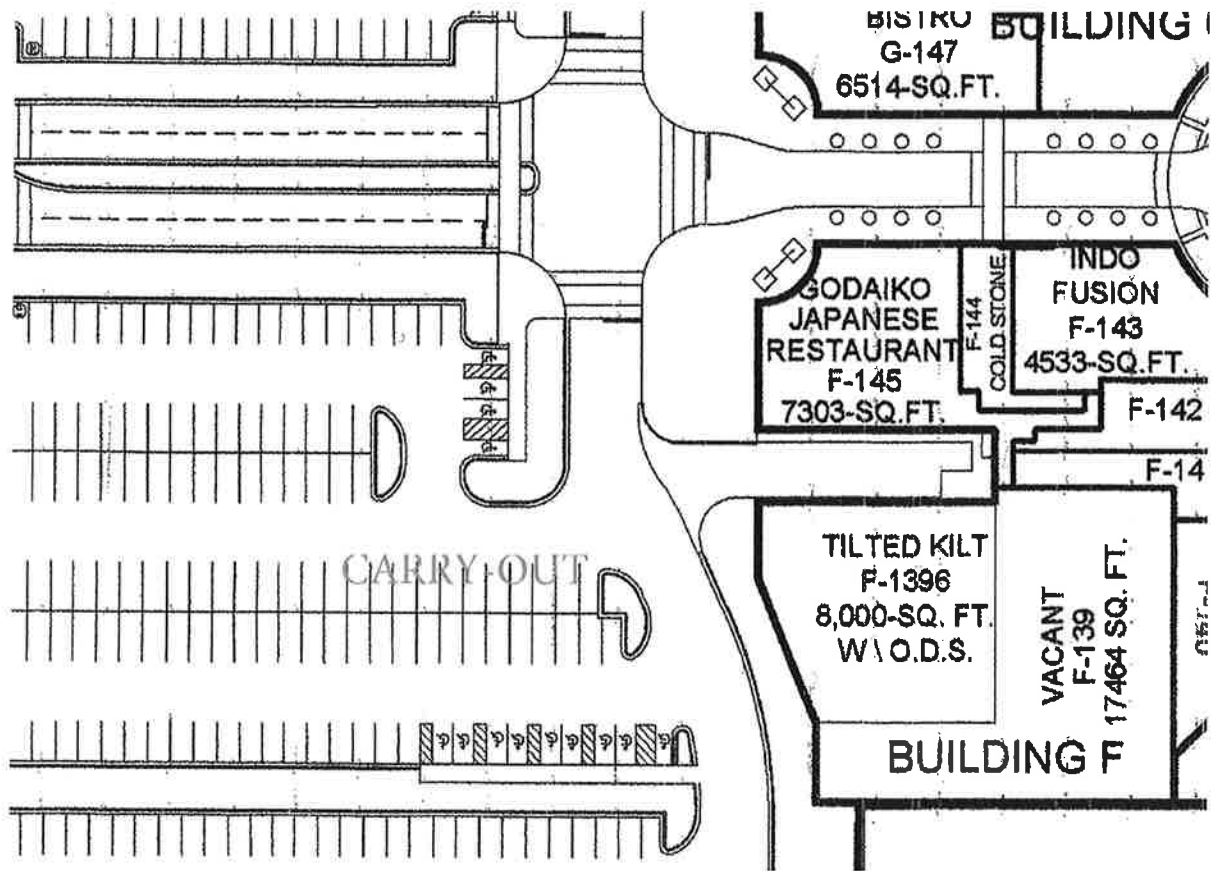


EXHIBIT B

FOOD MENU

PRIME BURGERS

REV UP YOUR BURGER

CHICKEN or TURKEY **No Charge**

VEGGIE BURGER **No Charge**

BISON BURGER **+5.50**

GLUTEN FREE BUN **Available Upon Request**

BURGERS OF FAME

Hand Pattied, Never Frozen, 1/2 Pound Black Angus Beef.

Looking For A Non-Meat Alternative? We Offer A Veggie Burger As A Substitute For Any Of Our Signature Burgers Of Fame!



FORD'S SIGNATURE \$14.99

Tillamook® Sharp Cheddar, Applewood Smoked Bacon, Bourbon BBQ Sauce, Chopped Romaine, Tomato, and Red Onion on a Brioche Bun



MUSHROOM SWISS \$14.99

Tillamook® Swiss Cheese, Sautéed Mushrooms, Chopped Romaine, Tomato, and Red Onion on a Pretzel Bun



THE MODEL "A" \$15.99

Tillamook® Aged Sharp Cheddar Cheese, Applewood Smoked Bacon, Pico de Gallo, Arugula, Chopped Romaine, Tomato, Red Onion, and a Sunny Side Up Egg on a Brioche Bun



THE PATTY MELT \$14.99

Tillamook® Swiss Cheese, Caramelized Onions, and Thousand Island Dressing on Toasted Rye Bread



AMERICAN STANDARD \$13.99

American Cheese, Chopped Romaine, Tomato, Red Onion, and Pickle Planks on a Brioche Bun



THE JIFFY BURGER \$14.99

American Cheese, Applewood Smoked Bacon, Chopped Romaine, and Creamy Peanut Butter on a Brioche Bun



THE ESTATE BURGER \$15.99

Smoked Gouda Cheese, Sweet Red Onion Marmalade, Arugula, Tomato, Fried Onion Straws, and White Truffle Bacon Aioli on a Brioche Bun



THE BBQ BRISKET BURGER \$15.99

Tillamook® Sharp Cheddar, Bourbon BBQ Sauce, Hickory Smoked Brisket, Applewood Smoked Bacon, Red Onions, and Crispy Onion Straws on a Brioche Bun



BLACK-N-BLEU \$14.99

Blackened Seasoning, Crumbled Bleu Cheese, Applewood Smoked Bacon, Caramelized Onions, Chopped Romaine, and Tomato on a Pretzel Bun



HIGH-OCTANE BURGER \$14.99

Tillamook® Pepper Jack Cheese, Guacamole, Chipotle Ketchup, Chopped Romaine, Tomato, Red Onion, and Fresh Jalapeño Peppers on a Brioche Bun



BISON BACON BURGER \$16.99

Bison Burger with Tillamook® Sharp Cheddar, Bacon Jam, Bourbon BBQ Sauce, Arugula, Onion Ring, and Chipotle Aioli on a Brioche Bun



GREEN AND CLEAN \$14.99

Ford's Housemade Veggie Burger with Chopped Romaine, Guacamole, Tomato, and Chipotle Ranch on a Brioche Bun

ROADSTERS

Hand Pattied, Never Frozen, 1/3 Pound Burgers

THE AMERICANA \$11.50

THE BRISKET RANCHERO \$12.50

REV UP YOUR SALAD

- GRILLED or BLACKENED CHICKEN **+5.99**
- CRISPY CHICKEN **+5.99**
- USDA BLACK ANGUS BEEF PATTY **+5.99**
- GRILLED or BLACKENED SHRIMP **+6.99**
- SESAME CRUSTED AHI TUNA **+7.99**
- GRILLED or BLACKENED SALMON **+9.99**

GO GREEN



GRILLED CHICKEN COBB SALAD

\$15.99

Grilled, Chilled Chicken with Mixed Greens Tossed with Chopped Bacon, Hard-Boiled Egg, Cherry Tomatoes, Avocado, and Crumbled Gorgonzola



CHICKEN CHOP-SHOP SALAD

\$14.99

Chopped Mixed Greens with Grilled, Chilled Chicken, Tomatoes, Cucumbers, Red Onions, Tillamook® Cheddar Cheese, Hard-Boiled Egg, Chickpeas, and Chopped Bacon



BERRIES AND GORGONZOLA SALAD WITH SHRIMP

\$16.99

Mixed Greens with Grilled Shrimp, Dried Cranberries, Blueberries, Strawberries, Candied Walnuts, and Gorgonzola Cheese



BLACKENED SALMON SALAD

\$19.99

8oz Blackened Norwegian Atlantic Salmon, Mixed Greens, Cherry Tomatoes, Red Onions, Cucumbers, and Avocado



THAI CHICKEN SALAD

\$14.99

Grilled, Chilled Chicken with Mixed Greens, Mandarin Oranges, Sesame Seeds, Asian Slaw, and Crispy Wonton Strips

Dressing Selections:

Italian | Bleu Cheese | Ranch | Strawberry Vinaigrette | Honey Mustard | Ginger Peanut | Thousand Island | Roasted Garlic | Lime Vinaigrette

START YOUR ENGINES

START YOUR ENGINES



GIANT FUNNEL TOWER OF JUMBO PISTON ONION RINGS

\$11.99

Served with Homemade Chipotle Ketchup and Hidden Valley Ranch®



EDSEL'S HOT PRETZELS

\$9.99

Salted Soft Pretzels, Served with Ford's Beer Cheese and Honey Mustard Dipping Sauces



FORD'S PICKLES

\$9.99

Hand-Breaded in a Panko Crust, Served Crispy with Cucumber Wasabi Dipping Sauce



THE FAMOUS FIRESTONE SHRIMP

\$12.99

Lightly Battered Crispy Shrimp Tossed in Spicy "Boom Boom" Sauce and Topped with Scallions



FORD'S CLASSIC WINGS

\$15.99

Crispy Chicken Wings Served with Celery Sticks, Blue Cheese, and Choice of Sauce BUFFALO - BOURBON BBO - NASHVILLE HOT



SESAME CRUSTED AHI TUNA

\$14.99

Sesame Seared Rare and Served with Asian Slaw, Cucumber Wasabi, Spicy "Boom Boom" Sauce, Sriracha, Sesame Ginger, Seaweed Salad, Pickled Ginger, and a Fried Wonton



FORD'S ORIGINAL NACHOS

\$13.99

Your Choice of Pulled Pork or Grilled Chicken, Topped with Bourbon BBO Sauce, Ford's Beer Cheese and Pico de Gallo on White Corn Tortilla Chips



BUFFALO CHICKEN DIP

\$10.99

Creamy Buffalo Cheese Dip Made with Philadelphia Cream Cheese®, Combined with Shredded Chicken and Topped with Diced Celery. Served with White Corn Tortilla Chips

SOUPS



FRENCH ONION SOUP

\$6.99

Caramelized Onions, Guinness Stout®, Homemade Crouton, and Tillamook® Malted Swiss

COMFORT FOODS

COMFORT FOODS

BEER BATTERED FISH \$16.99

CHICKEN HENRY \$18.99



Our Signature Recipe Topped with Homemade Gravy, and Choice of Two Sides

MAC BAR



PULLED PORK MAC N' CHEESE \$12.99
Bourbon BBQ Pulled Pork and Cavatappi Pasta Tossed in Our Ford's Beer Cheese, Topped with a Muenster Cheese Blend



SHRIMP MAC N' CHEESE \$15.99
Shrimp and Cavatappi Pasta Tossed in Ford's Beer Cheese, Topped with a Muenster Cheese Blend



BUFFALO BLACKENED CHICKEN MAC N' CHEESE \$12.99
Blackened Chicken Topped with Buffalo Sauce and Cavatappi Pasta in Ford's Beer Cheese, Topped with a Muenster Cheese Blend



BLACKENED CHICKEN MAC N' CHEESE \$12.99
Blackened Chicken and Cavatappi Pasta, Tossed in Ford's Beer Cheese, Topped with a Muenster Cheese Blend

SANDWICH SHOP



PULLED PORK SANDWICH \$12.99
Pulled Pork, Marinated and Slow Roasted Smothered in Our Bourbon BBQ Sauce, Topped with Chopped Romaine and Our House-Made Coleslaw on a Brioche Bun



BUFFALO CHICKEN SANDWICH \$13.99
Crispy Chicken Breast Tossed in Buffalo Sauce, Topped with Bleu Cheese Dressing, with Chopped Romaine and Tomato on a Brioche Bun



SMOKED BRISKET BURNT ENDS MELT \$15.99
Smoked Brisket Burnt Ends Caramelized in Bourbon BBQ Sauce, Tillamook® Sharp Cheddar, and Bacon Jam on Country White Toast



CRISPY CHICKEN SANDWICH \$12.99
Crispy Chicken Breast with Our Honey Mustard and Pickle Planks on a Brioche Bun



CHIPOTLE CHICKEN SANDWICH \$13.99
Grilled Chicken Breast, Tomato, Chopped Romaine, Tillamook® Sharp Cheddar Cheese, Bacon Jam, and Chipotle Ranch, on a Pretzel Bun

SIDE CARS

SIDE CARS



FORD'S FRIES \$3.50
With Ford's Seasoning



MASHED POTATOES \$3.50
Creamy Mashed Potatoes



FORD'S CLASSIC TOTS \$3.50
Seasoned with Kosher Salt



BROCCOLI \$3.50
Steamed and Seasoned Fresh Broccoli



GREEN BEANS \$3.50
Steamed and Season French Style Green Beans



HOMEMADE COLESLAW \$3.50
Our House Blend of Finely-Shredded Cabbage, Carrots, and Our Celery Seed Dressing



JALAPEÑO CREAM CORN \$3.50
Topped with Onion Straws



SWEET POTATO TOTS \$5.50
Served with a Caramel Dipping Sauce



MAC N' CHEESE \$5.50
Cavatappi Pasta Tossed in Our Ford's Beer Cheese Blend



PISTON ONION RINGS \$5.50
Delicious golden Brown Breading



TRUFFLE FRIES \$5.50
Ford's Fries Tossed With White Truffle Oil, and Dusted with a Romano Parsley Blend



SIDE HOUSE SALAD \$5.50
Mixed Greens with Tomatoes, Onions, Chick Peas, and Cucumbers in a Roasted Garlic Red Wine Vinaigrette with Parmesan Cheese

SWEET RIDES

FORD'S GARAGE DESSERTS



CARAMEL APPLE COOKIE SKILLET \$7.99

Warm Caramel, Apple Cookie, Tillamook® Vanilla Ice Cream, Caramel Sauce, Topped with Fresh House-Made Whipped Cream

TURTLE BROWNIE SUNDAE \$8.99

Fudge Brownie with Tillamook® Vanilla Ice Cream, Caramel Sauce, Hershey's® Chocolate Sauce, and Candied Walnuts



COLOSSAL CHOCOLATE CAKE \$11.99

Six Layers of Dark Chocolate Cake Covered in Chocolate Ganache and Served with Fresh House-Made Whipped Cream

KEY LIME PIE \$8.99

House-Made Custard in a Graham Cracker Crust, Served with Fresh House-Made Whipped Cream

KID'S MENU

KIDS



CHICKEN TENDERS \$8.99
Fresh Never Frozen Hand Battered Tenders Served with Ranch Dipping Sauce and a Choice of One Side.



CHEESEBURGER \$7.99
1/4 lb Black Angus with American Cheese on a Brioche Bun Served with a Choice of One Side



KID'S GRILLED CHEESE \$7.99



FORD'S FAMOUS FISH PLANKS \$7.99
3 Pieces of North Atlantic Cod Fried in our Signature Batter. Served with Tartar Sauce and a Choice of One Side.



KID'S GRILLED CHICKEN SANDWICH \$7.99
Seasoned Grilled Chicken Breast with Lettuce and Tomato on a Brioche Bun, Served with a Choice of One Side.

SUNDAY BRUNCH

Available Sundays Only From 10:30am - 3pm.
At Participating Locations



MONTE CRISTO \$14.99
Crispy Country White Bread Filled with Black Forest Ham, Swiss Cheese, and Bacon Slices Topped with Powdered Sugar and Raspberry Preserves, Served with Breakfast Potatoes



GARAGE SKILLET \$14.99
Brisket Burnt Ends, Two Sunny-Side Up Eggs, Breakfast Potatoes, Caramelized Onions, and Sautéed Bell Peppers



SPICED BELGIAN WAFFLE \$12.50
Spiced Belgian Waffle, Topped with Candied Walnuts, Macerated Strawberries, Blueberries, and Fresh Whipped Cream, Served with Cinnamon-and-Vanilla Infused Syrup



FORD'S BREAKFAST \$12.50
Two Sunny-Side Up Eggs with Breakfast Potatoes and Your Choice of Bacon or Sausage Patties, Served with Country White Toast or an English Muffin



CRISPY PORK BELLY EGGS BENEDICT \$14.99
Thick Griddled English Muffin, Crispy Pork Belly Slabs, Tomato, Avocado and Sunny-Side Up Eggs, Topped with Chipotle Hollandaise Sauce, Served with Breakfast Potatoes



BRUNCH BURGER \$14.99
A Half-Pound Grilled Black Angus Burger, Tillamook Cheddar Cheese, Bacon Jam, a Sunny-Side Up Egg, Arugula, and Garlic Aioli on a Brioche Bun, Served with Breakfast Potatoes



CHICKEN AND WAFFLE \$14.99
Crispy Chicken and Spiced Bacon Waffle Topped with Bacon Jam, Two Sunny-Side Up Eggs, and Candied Walnuts, Served with Cinnamon and Vanilla Infused Syrup

SIGNATURE DRINKS



LINCOLN PUNCH

Mount Gay Rum, Blackberry Puree, Pineapple Juice, Orange Juice, and Lemon Juice



MOTOR-JITO

Blue Chair Bay Coconut Rum, Pure Cane Syrup, Lime Juice, Mint Leaves, and Club Soda



THE DON'S MOM

Don Julio Blanco, Grand Marnier, Blackberry Puree, Lemon Juice, Lime Juice, and Pure Cane Syrup



BACK SEAT DRIVER

Patron, Cointreau, Honey Syrup, Mango Fruit Puree, Lemon Juice, and Orange Juice



BEE'S KNEES

Prohibition-Style Martini Hand-Crafted with Hendrick's, Lemon Juice, Honey Syrup, and Garnished with a Basil Leaf



FORD'S OLD FASHIONED

Woodford Reserve Bourbon, Blackberry Brandy, Pure Cane Syrup, Bitters, Orange and Filthy Cherries



MODEL TEA

Deep Eddy Sweet Tea Vodka, Deep Eddy Lemon Vodka, Peach Schnapps, Lemon Juice, and Sweet Tea



SPIKED LEMONADES

A Frozen Boozy Tart Lemonade, Made with Deep Eddy Vodka Offered in Blackberry, Strawberry and Classic Lemon



PEDAL DOWN PALOMA

el Jimador Tequila, Cointreau, Lime Juice, Pure Cane Syrup, Q Sparkling Grapefruit Soda, and Garnished with a Half-Salt Rim



EDISON MULE

Ketel One Vodka, Pure Cane Syrup, Q Ginger Beer and Fresh Lime Juice



KENTUCKY MULE

Woodford Reserve Bourbon, Fresh Lime Juice, Pure Cane Sugar, and Q Ginger Beer



'MERICA MULE

Tito's Handmade Vodka, Fresh Lime Juice, Pure Cane Syrup, Strawberry Puree, Blueberries, and Q Ginger Beer



LIBERTY MULE

Stolli Blueberi Vodka, Pure Cane Syrup, Cucumber, Blueberries, Fresh Lime Juice, Mint Leaves, and Q Ginger Beer



MUSTANG MARY

Lagunitas IPA, Tito's Handmade Vodka, Bloody Mary Mix, Bacon Slice, Pickle Spear, Lime Wedge, Blue Cheese Stuffed Olive, with Lagunitas IPA Chaser



STRAWBERRY

El Jimador Tequila, Fresh Strawberries, and House Margarita Mix



MANGO

El Jimador Tequila, Mango and Citrus. Served with a Flavorful Tajin Rim



BLUE OVAL

El Jimador Tequila, Blue Cruaao, and Tropical Twists



SANGRIA

El Jimador Tequila, Ford's Homemade Sangria, Topped with Grand Marnier

LOCATIONS

MEMORANDUM



TO: MELISSA MORRIS, DEPUTY CITY CLERK
FROM: ERICK W. ZINSER *EZ*
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE
INITIATED BY: ERIC LINDBLADE, DETECTIVE *EZ*
SUBJECT: CLASS C LIQUOR LICENSE APPLICATION,
FORD'S GARAGE (NOVI)
DATE: NOVEMBER 30, 2022

Liquor License Request:

Garage Novi, LLC is requesting a Class C license for a new business operating as Ford's Garage (Novi) located at 44175 West 12 Mile Road, #F-139, Novi, Michigan 48377.

Applicant/Background Information:

This application is being sought by Ford's Garage representatives, William Downs and Matthew Kirby. Ford's Garage is a neighborhood burger and beer establishment that will give a vibe of being in a 1920's service station to include vintage Ford vehicles, gas pumps, and fixtures. The restaurant features prohibition-style elements of old brick, rich wood, and a hand-hammered copper bar top.

Criminal History/Police Contacts:

ICHAT was run which returned with no record on either representative. Downs has nothing notable in regard to his police contacts in CLEMIS and Kirby does not have any CLEMIS contacts.

Delinquent Tax Search

There are no delinquent taxes for this address.

Michigan Liquor Control Commission (MLCC):

There are no active violations.

Financial Review:

Based upon the financial data provided by the corporation, no issues were found to prevent the liquor license application process from proceeding.

Summary:

Based on the information provided and the subsequent liquor investigation, I find no reason to deny the applicant's request. This request requires the approval of the Novi City Council.

C: Victor Cardneas, City Manager



November 18, 2022

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Laura Marie Casey

Hugh Crawford

Justin Fischer

Brian Smith

Ericka Thomas

City Manager
Peter E. Auger

City Clerk
Cortney Hanson

TO: Cortney Hanson, City Clerk

FROM: Fire Marshal – Kevin Pierce

SUBJECT: -Liquor Business License –
Garage Novi LLC
44175 Twelve Mile #F-139
Novi MI 48377

The above Liquor License is recommended for a “CONDITIONAL APPROVAL” that when the construction for the remodel has been completed, it MUST be inspected and approved by the Fire Marshal and or his designee for a certificate of completion. The fire department does not have any objections to this Liquor License conditional approval.

City of Novi
45175 Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cityofnovi.org



MEMORANDUM

TO: MELISSA MORRIS, DEPUTY CITY CLERK
FROM: LARRY BUTLER, DEPUTY DIRECTOR OF COMM. DEV.
SUBJECT: FORD'S GARAGE NOVI LIQUOR LICENSE
DATE: NOVEMBER 18, 2022

The property located at **44175 TWELVE MILE RD F139** with the business name of **Ford's Garage Novi** has received Special Inspection permit **PSI22-0102** for the purpose of:

- Auctions
- Liquor License: Ford's Garage Novi**
- Arcade License
- Massage License
- Outdoor Gathering
- Outdoor Seating
- Other:

From building safety standpoint, the Building Division does not object to the proposed license transfer. Subject to final inspection approvals prior to occupancy Should you have any further questions with regards to this matter please feel free to contact me at (248) 347-0423.

Larry Butler
11.18.22

AGREEMENT REGARDING LIQUOR LICENSE

This Agreement made as of the date of the last signature on _____,
by and between THE CITY OF NOVI, a municipal corporation, with offices located at
45175 W. Ten Mile Road, Novi, Michigan 48375, hereinafter known as "THE CITY", and
_____, owners of _____, whose address is _____, Novi,
Michigan _____, hereinafter known as "APPLICANT."

RECITALS:

A. The City Council of THE CITY, approved a Resolution to recommend to the Michigan Liquor Control Commission, approval of the issuance of THE CITY'S Class C Liquor License (hereinafter "License") from THE CITY'S quota for the APPLICANT, to be located at _____, Novi, Michigan _____ (hereinafter "PREMISES").

B. To assure that APPLICANT'S representations that were made to and relied upon by the City Council of THE CITY in approving the Resolution were honored and enforceable by THE CITY, its City Council separately directed that the signing and delivery of the Resolution be deferred until the City Attorney had approved one or more agreements guaranteeing the License would stay in THE CITY, with this Agreement and the PREMISES.

IT IS THEREFORE AGREED:

1. In the event APPLICANT should cease operating its restaurant and/or cease to use the License at the PREMISES for any reason whatsoever for a period in excess of ninety (90) consecutive days without the written consent of THE CITY, then APPLICANT shall immediately proceed to place the License in escrow as provided in subsection (a), or return and request termination of the License under subsection (b) if it

has not been removed from escrow as provided in subsection (a) within five (5) years of being placed in escrow. In recognition that notwithstanding the requirements of this Agreement, the Michigan Liquor Control Commission could approve a transfer of the License to a location outside of THE CITY as currently provided in MCL 436.1521(1), as amended, if the License is required to be placed in escrow by this Agreement or the Michigan Liquor Control Act, APPLICANT agrees that after notice and an opportunity for APPLICANT to be heard, the City Council may object to renewal of the License by the Michigan Liquor Control Commission in accordance with the provisions of the Michigan Liquor Control Act and specifically MCL 436.1501(2), as amended.

- a. APPLICANT shall place the License into escrow with the Michigan Liquor Control Commission and maintain same in good standing with the Michigan Liquor Control Commission, conditioned on and with APPLICANT agreeing to take whatever steps are necessary to cause the License to remain in THE CITY, by APPLICANT using the License itself at another location within THE CITY, selling or transferring the License to the OWNER or a successor tenant for use at the PREMISES as provided in the attached Lease or selling or transferring the License to another entity for use at another location in THE CITY.
- b. APPLICANT shall return the License to the Michigan Liquor Control Commission and request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to THE CITY to be added to its available quota Class C Licenses.

2. The parties also agree that in the event of a fire loss or some other type of event causing physical damage to the APPLICANT'S restaurant at the PREMISES and which results in a temporary closing of the APPLICANT'S business exceeding the ninety (90) consecutive days stated herein while the premises are being repaired or renovated, then same shall not be considered a violation of any of the conditions of this Agreement.

3. APPLICANT agrees that the City Council shall not approve the transfer of the License within three (3) years of the date of the original issuance of the License. The City Council may, but is not required to, excuse the above limitation for any of the following reasons:

- (1) If the License holder is a natural person, he or she dies or becomes incapacitated.
- (2) If the License holder is a corporation, the majority shareholder dies or becomes incapacitated, or the corporation dissolves for reasons other than to transfer the License.
- (3) If the License holder is a limited liability company, the company dissolves for reasons other than to transfer the License.
- (4) The License holder and the proposed License transferee establish that the transfer of the class License shall not result in profiteering.
- (5) The application of this limitation will subject the APPLICANT to financial hardship due to no fault of the APPLICANT, such as a change in the business climate, illness or death, labor or supply problems, and/or other factors outside the APPLICANT'S control.

Unless excused by the City Council as provided above, in the event a License is proposed for transfer within three (3) years from the date of issuance, the APPLICANT agrees that the Michigan Liquor Control Commission shall terminate the License and the City Council may approve the issuance of a new License to a new Applicant without any compensation to the Licensee who placed the License into escrow; provided, however, prior to the approval of such issuance to a new Applicant, the person or entity who placed the License into escrow shall be afforded written notice and an opportunity to be heard, and all objections raised at the hearing shall be resolved (at the Michigan Liquor Control Commission or in the circuit court if necessary) prior to issuance of the License to a new Applicant.

4. APPLICANT agrees that the recommendation of approval agreed upon by the City Council is not a property right and was approved upon the express and continuing condition that the requirements and conditions set forth in this Agreement shall be maintained and not violated by APPLICANT.

5. APPLICANT agrees that after notice and an opportunity for APPLICANT to be heard, a finding by the City Council that a violation of a requirement or condition set forth in this Agreement has occurred, shall be grounds for the City Council to request revocation and/or object to renewal of the License by the Michigan Liquor Control Commission in accordance with the provisions of the Michigan Liquor Control Act and specifically MCL 436.1501(2), as amended.

6. APPLICANT acknowledges that the agreements contained herein are unique and in the event it violates one or more of those agreements, THE CITY would not be adequately compensated by damages or resorting to the remedies described in Paragraph 5, and therefore agrees that the terms and conditions of this Agreement

shall be specifically enforceable by THE CITY by action for such relief in the Oakland County Circuit Court for the State of Michigan and that if THE CITY prevails in such an action, it shall be entitled to an award and judgment that APPLICANT pay THE CITY'S costs and attorney fees incurred.

Witnesses:

APPLICANT:

By:
Its:

Subscribed and sworn to before me
this ____ day of _____, 20__

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

Witnesses:

THE CITY:

By: Robert J. Gatt, Mayor

By: Cortney Hanson, Clerk

Subscribed and sworn to before me
this ____ day of _____, 20__

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