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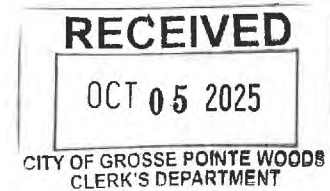
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September 19, 2025

Via Electronic Mail



Frank Schulte, City Administrator
Paul Antolin, City Clerk
City Council of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236
fschulte@gpwwmi.us
pantolin@gpwwmi.us

Re: Request for Extension of 90 Day Period for Chef Mowen, LLC Under Agreement Regarding Issuance, Transfer, or Reclassification of Liquor License (Executed January 29, 2019)

Dear Members of Council, Mr. Schulte, and Mr. Antolin:

We represent Josh Mowen, the owner of Ferlito's Family Dining and the sole member of Chef Mowen, LLC. For over six years, Ferlito's Family Dining was a cherished establishment in Grosse Pointe Woods, offering authentic Italian cuisine in a welcoming atmosphere. Under Josh's stewardship, the restaurant became a beloved gathering place for families, friends, and neighbors, contributing to the community's social fabric and local economy. Unfortunately, despite these efforts, the restaurant faced financial challenges, leading to its closure. This decision, though difficult, was necessary to ensure the long-term viability of Mr. Mowen's other business.

As the City is aware, Mr. Mowen entered into the "Agreement Regarding Issuance, Transfer, or Reclassification of Liquor License" dated January 29, 2019 ("Agreement"). This Agreement was requested when Mr. Mowen requested the City's approval to reclassify Ferlito's license from a Tavern license (beer and wine only) to a Class C license (beer, wine, and spirits). The Agreement is attached for your reference.

Section 2 of the Agreement provides that if the licensee discontinues use of the license for more than ninety (90) consecutive days without prior written consent of the City, the license must be returned to the Michigan Liquor Control Commission. Our client's license was placed into escrow with the MLCC on August 7, 2025.

We are requesting that the City grant an extension of the ninety (90) day period under Section 2. Our client has long been a valued business citizen in Grosse Pointe Woods, operating Ferlito's Family Dining as a fixture of the community. To this end, over the past 10 years, Mr. Mowen and his team have donated and raised \$30,000 in food and monetary values to local schools, hospitals, police departments, fire departments, churches, animal shelters, charities, and other non-profits. He takes pride in being part of the fabric of the community and wants to respect that moving forward.

Mr. Mowen is actively seeking a purchaser who will continue to operate the license in Grosse Pointe Woods. He has no intention of moving or selling the license outside of the City and remains fully committed to honoring both the letter and the spirit of the Agreement.

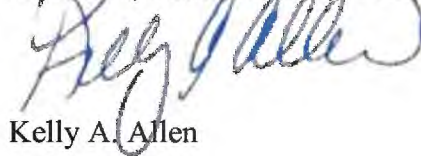
Given current market conditions, we respectfully request an additional one hundred and eighty (180) days to allow sufficient time to complete a sale within the City. Granting this extension would ensure that the license continues to serve the community and remains a valuable City asset.

Thank you for your time and consideration. We appreciate the Council's support and look forward to working with the City to ensure the license remains in Grosse Pointe Woods.

If you have any questions or need any further information, please do not hesitate to contact my office.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

KAA/kjp
Enclosure

**AGREEMENT REGARDING ISSUANCE, TRANSFER,
OR RECLASSIFICATION OF LIQUOR LICENSE
CITY OF GROSSE POINTE WOODS, MI**

THIS AGREEMENT is entered into this 29th day of January, 2019, between Chef Mowen, LLC, (hereinafter referred to as "Applicant"), and the CITY OF GROSSE POINTE WOODS, a Michigan municipal corporation (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the Applicant has requested that the City recommend to the Michigan Liquor Control Commission ("MLCC"), approval of the reclassification of a tavern license to a Class C liquor license presently held by Chef Mowen, LLC, at 20745 Mack Avenue, Grosse Pointe Woods, Michigan 48236 and for approval for the Applicant to utilize the Class C license at that location; and

WHEREAS, as of the date of this Agreement, the City has 2 Class C quota liquor license available for possible issuance; and

WHEREAS, there are currently 9 Class C liquor licenses which were previously issued by the City from the City's quota of licenses; and

WHEREAS, as a result of the foregoing, the City has established a policy that it will not issue new Class C. quota liquor licenses; approve transfers of existing Class C quota liquor licenses, or approve reclassifications of existing taven licenses to Class C licenses whether active or in escrow, or approve transfers of stock with regard to Class C quota liquor licenses, unless the license applicant is willing to abide by the terms of the provisions contained in this Agreement; and

WHEREAS, as an inducement to the City to process and approve its application for the reclassification of the existing tavern liquor license, Applicant is willing to abide by the terms of the policy of the City if the Applicant's request is approved.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. The City will in reliance upon Applicant's agreement herein, recommend to the MLCC approval of the reclassification transfer of the above tavern license to a Class C liquor license to be utilized at 20745 Mack Avenue, Grosse Pointe Woods, Michigan 48236.
2. Applicant agrees that if, for any reason except for fire or acts of God, it should discontinue the use and operation of the license for a period in excess of ninety (90) consecutive days without the prior written consent of the City, then, and in that event, the Applicant will return the license to the MLCC and request that its rights to the license be terminated and that the license not be placed or continued

in escrow, but instead be returned to the City to be added to its available licenses under the quota provisions of MCLA 436.1531.

3. Nothing in this Agreement shall prohibit the Applicant from selling, assigning or transferring its interest in the license and/or business, nor from transferring the location of the license within the boundaries of the City, subject to the approval of the City and the MLCC.
4. In the event the Applicant transfers, sells or assigns its interest in the license and/or business to another person or entity, it shall make the provision, as a requirement of said sale, that the purchaser or purchasers abide by the terms of this Agreement, in writing, or in the alternative, enter into a new agreement with the City under the same terms and conditions as stated herein.
5. The City and the Applicant acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by the Applicant, the City would not be able to adequately compensate in damages. It is therefore agreed that in the event of a default by the Applicant, the City shall have the right to enforce the terms and provisions hereof by an action for specific performance and/or other equitable relief, and if the City prevail in such action, it shall be entitled to recover its reasonable costs and attorney fees.

WITNESSES:



By:



Its:



WITNESSES:

CITY OF GROSSE POINTE WOODS

By:

Bruce Smith

Its:

City Administrator

And By:

Lisa K. Hathaway, CMC

Its:

City Clerk