

AGENDA
Charlevoix Downtown Development Authority and Main Street
Board of Directors

December 20, 2016, 5:30pm
City Hall Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Inquiry into Potential Conflicts of Interest

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- a. Minutes of the November 28, 2016 Board Meeting
- b. Committee Meeting Minutes
- c. Main Street Monthly Report for October 2016
- d. 2017 DDA/Main Street Board Meeting Calendar

6. Reports

- a. Director's Report
- b. Branding Update
- c. Wayfinding Signage Update

7. Old Business

- a. Baseline Assessment Overarching Goals

8. New Business

- a. Draft Budget
- b. Liquor License

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

12. Adjourn

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

Posted December 16, 2016 10:00 am

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET BOARD MINUTES
Monday, November 28, 2016 at 5:30 p.m.
210 State Street, City Hall, Second Floor Council Chambers, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Vice Chair: Kirby Dipert
Members Present: Luther Kurtz, Dianne DuPont, Tami Gillespie (late), Fred DiMartino, John Yaroch, Rick Wertz
Members Absent: Chair Dan Barron, John Kurtz
City Staff: Mark Heydlauff, City Manager and Lindsey Dotson, Main Street Executive Director

4. Inquiry into Potential Conflicts of Interest
None.

5. Consent Agenda

- a. Minutes of the October 24, 2016 Board Meeting
- b. Committee Meeting Minutes
- c. Main Street Monthly Report for October 2016

Motion by Member Wertz, second by Member DiMartino to approve the Consent Agenda items as presented. Motion passed by unanimous voice vote.

Member Gillespie arrived at 5:33 p.m.

6. Reports

a. Director's Report (City Manager)

City Manager Heydlauff reported that the City Council approved a policy relating to the appointment of Board and Committee members. He stated that going forward when a member's term was about to expire, the member would be asked to fill out an application to re-assert their interest in continuing as a board member.

City Manager Heydlauff introduced and welcomed Lindsey Dotson as the new Main Street Executive Director. He stated that they would be working on a draft budget recommendation for the December meeting. City Manager Heydlauff noted that the Summer Concert Series Committee saved money and recommended replacing the sound board for the performance pavilion. He stated that there are some continuing maintenance needs at the BISCO building including one of the heating units that failed last week which was temporarily replaced.

b. Branding Update

Amanda Wilkin, Charlevoix Convention & Visitors Bureau, reported that A5 spent 1½ days in the City for several one-on-one meetings and one with the Promotions Committee. She stated that a good timeline was in place to finish the branding project in mid-March. Ms. Wilkin said that they planned to hold a big community meeting in mid-December at the library which would allow residents to tell them "what they think Charlevoix is, and what it needs to be"; and another meeting at a coffee shop or the brewery.

c. Wayfinding Signage Update

City Manager Heydlauff reported that the Wayfinding Committee, Pro Image and A5 had some good discussion, feedback, and review of locations/points of interest throughout the City. He stated that Pro Image would survey the City, review the locations, and then refine their recommendations. He indicated that the goal was to have a plan in place in late February which will tie with the branding effort to design the signs and be ready to roll out for the 2017 summer season.

7. Old Business

None.

8. New Business

a. Charlevoix Cultural Corridor Proposal

Gail DeMeyere, Charlevoix Circle of Arts Executive Director with Denise Fate, Charlevoix Historical Society President, spoke, also representing Linda Adams, Charlevoix Public Library Director. Ms. DeMeyere stated that they were asking the DDA to consider the idea of creating a Charlevoix Cultural Corridor encompassing all three entities. They wanted to move forward with mutual marketing on their websites and hold larger events such as progressive gallery walks.

Ms. Fate stated that part of the goal was to raise awareness of the three organizations and what they have to offer. She wanted to obtain the DDA's support as well as tying in with the wayfinding signage opportunity. Ms. DeMeyere commented that rather than competing with each other, the three organizations wanted to combine efforts to bring cultural awareness and opportunities to the City's residents and visitors.

Member Wertz stated that he wanted their wayfinding signs to be able to point people to the Circle of Arts, the Harsha House Museum, and the Earl Young homes. He suggested that the wording "cultural corridor" would not direct people to see the Earl Young houses. Ms. DeMeyere proposed that at the intersection of Bridge and Clinton the signage would say 'Charlevoix Cultural Corridor – Circle of Arts, Historical Society, and Public Library.' She noted that there was discussion in the Wayfinding Committee about having path indicators imbedded in the sidewalks. City Manager Heydlauff commented that this was more than wayfinding in that they were trying to also market "come learn in the Charlevoix Cultural Corridor or come enrich yourself in this section of the City". Discussion followed regarding the Corridor and relative possibilities, potential for a performing arts center, and the Earl Young homes.

Motion by Member Yaroch, second by Member DuPont that the DDA approve and support the creation of the Charlevoix Cultural Corridor as presented by the entities involved. Motion passed by unanimous voice vote.

9. Public Comment

Lonnie Allen reported that the Petoskey News Review started a 'No Shave November Challenge' to raise money for cancer raising \$350 to date.

10. Request for Future Agenda Items

Member Yaroch addressed the issue of pursuing WiFi downtown. City Manager Heydlauff reported that he discussed what it would take to upgrade the internet connectivity at the Marina with Charter and the need to extend WiFi service throughout downtown. He also spoke with the US Department of Commerce that has a neighborhood WiFi initiative. He hoped to have a stronger system at the Marina for the 2017 summer season that would extend coverage through East Park.

11. Adjourn

Motion by Mayor Kurtz, second by Member Yaroch to adjourn the meeting. Motion passed by unanimous vote. Meeting adjourned at 6:16 p.m.

Joyce Golding/fgm

City Clerk

Kirby Dipert

Vice Chair



**Charlevoix Main Street Design Committee
Minutes**

Tuesday, November 1st, 2016

- I. **Call to Order:** The meeting was called to order at 4:00pm by John Campbell.
- II. **Roll Call:**
 - a. **Members present include:** John Campbell, Shirley Gibson, David Miles, Zach Panoff, Rick Wertz, Paul Weston, Mark Heydlauff.
 - b. **Public:** Rick Neumann, Denise Fate (Charlevoix Historical Society), Matt McCormick (Pro Image Design), Alan Hubbard (Pro Image Design)
- III. **Inquiry Regarding Possible Conflicts of Interest:** None
- IV. **Approval of Minutes:** October 4th, 2016 minutes approved as presented.
- V. **Approval of Agenda:** Agenda approved as presented.
- VI. **Old Business:**
 - a. **Summary of DDA Meeting:** The DDA selected a firm to handle branding for the City. A5 out of Chicago was selected based on their unique approach to design and community interaction, they will begin work immediately. Mark Heydlauff believed that the logo and design work was expected to be completed by March 1st of 2017. The Board also made a motion to support the effort of creating a bike path from Charlevoix to Traverse City, as well as committed \$30,000 to the library for 2017.
 - b. **Main Street Design Guidelines:** Rick Neumann, an architect from Petoskey, attended the meeting. He has worked with Petoskey in the past to develop historic building design guidelines, and has also done work in the past with a firm out of Ann Arbor dealing with the preservation of historic structures, specifically with communities in early versions of the nation-wide Main Street program. He also serves on the Mackinac Island Historic District Commission as a consulting architect. Rick would be willing to help the Design Committee's efforts to implement design guidelines for downtown Charlevoix. Rick Wertz thought that the new Main Street Director should begin her duties before the project moves too far, as she has experience as a historic architect.
 - c. **Wayfinding and Cultural Corridor:** Matt McCormick and Alan Hubbard from Pro Image Design (the firm selected to undertake wayfinding in the City) joined the meeting to discuss their

approach to addressing wayfinding within the City. Mark Heydlauff stated that the process should begin by investigating where and how signage should be displayed, then waiting for the branding project to be completed so that the chosen logo(s) can be used to populate the signage. Clearly guiding visitors to off-street parking and attractions west of Bridge Street were identified as major issues that need to be addressed by the signage. The Cultural Corridor proposal was brought up and could potentially be addressed by using sidewalk demarcation, individually identifying those attractions or brochures with information on each location that would be a part of it.

Pro Image Design has worked with MDOT in the past and feel like they have a good relationship and an informed approach to working with them that involves getting their feedback on what is being proposed to get feedback before submitting formal requests for approval. They are also very familiar with MDOT's technical requirements for signage.

John Campbell brought up identifying stakeholders for this project and what could be done to get them involved. Pro Image thought that a meeting with stakeholders could take place within a couple of weeks, John Campbell and Mark Heydlauff stated that they will meet to come up with a list of interested parties and set a meeting date in the near future.

- d. **Street Tree Lighting:** Lights are up and running. Paul Weston complimented the effort and thought that lighting both hills was executed very well. John Campbell noted that the wires for the lights are loose, if all goes well that should extend their lifespan as the trees continue to grow. New tree grate systems are being investigated for use, as the current grates are too small to accommodate the growth of the trees.
- e. **East Park Planter:** Completely redoing the remaining planters for next year has been estimated at a cost of \$25,000, with \$10,000 currently pledged by private donors. A plan was submitted to, and approved by, the DDA this last summer.
- f. **Parking and Traffic:** Paul Weston had nothing new to report. Traffic during Apple Fest was discussed.
- g. **Marina Lighting:** Lights have been put up on several boathouses around Round Lake. The City will soon be placing lights on the end of the docks in the Marina. John Campbell is still in discussions with the Coast Guard about getting their building lit up.

VII. New Business:

- a. **Mission and Vision Statements:** John Campbell asked that these be located, if they exist.

VIII. Miscellaneous Business of the Committee: Lindsey Dotson will be taking the position of Main Street Executive Director starting November 28th.

The recording of the Building Basics presentation is uploaded to Youtube for those that wish to view it.

The next meeting will be Tuesday, December 6th at 4pm.

IX. Call for Public Comment: None.

X. Adjournment: Meeting adjourned at 4:56pm.



Charlevoix Main Street

Promotions Committee Minutes

November 17, 2016 City Hall; Council Chambers

I. Call to order: by Carissa Mullaney at 8:00 a.m.

Members Present – Amanda Wilkin, Jessica Anderson, Maureen Owens, Sarah Hagen, Jean Musilek, Tim Salmonsens, Shelly Ferguson, Mark Heydlauff, Dan Barron, Carissa Mullaney, Leanne Ackert, Nancy Suzor, Kate Heady, Larry Levengood, Kevin Prior and Jodi Bingham.

II. Approval of Minutes: October 20, 2016 – Moved: Jessica Anderson, seconded: Amanda Wilkin– Carried.

III. Old Business:

i. Project Updates from Sub-Committees:

Live Life Local – Jodi Bingham/Nancy Suzor – The American Express products were handed out to most of the shop owners on Wednesday, November 16 at a Downtown Business Owners meeting. The tickets for the raffle entry are being printed, Jodi will hand them out to the Lake House and the Clothing Company as these are the designated drop-off locations. The Main Street website is up to date on the project.

Kevin Prior announced that the Petoskey News Review and the Charlevoix Courier are running a full page ad for Black Friday and the Downtown Open House. There will be sections for retailers as well as a “support” section for business that want to show their enthusiasm for our City.

Marketing & Communication Plan – Carissa Mullaney /Amanda Wilkin – The website has the Promotion Committee tab updated and current. The other Main Street committees have been contacted and website content has been requested.

Restaurant Week – Kate Heady – The event is in full swing and receiving great response. She is working on collecting the pledges of support. Kate will also submit an updated Work Plan to Carissa. Mark requested that Kate follow up with Fabiano in regard to their pledge.

Live From Charlevoix – Maureen Owens – The first event was well received by the Community and was completely sold out. The next event will be Saturday, January 21, 2017.

Bridge Drop– Dan Barron/Amanda Wilkin – Planning is in full swing and the committee hopes to take their proposal to the City Council on December 5th for approval of fireworks at 9 pm and

midnight. There will be a bridge replica lowered from Bergmann's crane in East Park at Midnight. This will be a great spot to congregate as the fireworks will be visible as well. Almost all events will be held in East Park. There will be indoor events available at the Circle for the Arts earlier for kids. They are working on more sponsors. They already have a few with generous commitments. Volunteers are needed and Jodi Bingham and Jean Musilek offered their assistance.

Lights of Love – Maureen Owens– Looking forward to a great event. A nice representation of sponsors throughout town. Ornaments in honor/memory of a loved one are available for purchase.

Shadowfest – Maureen Owens – Planning is getting started. A joint entry in the parade with Live From Charlevoix is being planned

Craft Beer Festival – Mark Heydlaff – Next meeting will be held on Monday, December 12th at the Round Lake Room.

Concert Series – Maureen Owens – Bands are being selected. The committee welcomes suggestions for local musicians for the “busking” areas.

Main Street Monday – Dan Barron – This event will be reviewed at the December meeting.

V. New Business:

- I. **A5 – Branding** – John Harris and Taylee Pardee from A5 spent the rest of the meeting gathering input to use while developing a branding proposal for the City.

VI. Updates:

Mark Heydlaff –An informal meet and greet has been arranged by Mark and Maureen at East Park Tavern immediately following the DDA meeting on Monday, November 28th for the new DDA Director Lindsey Dotson. There will be appetizers and a cash bar.

- VII. Adjournment:** 9:13 a.m. Motioned made by Jessica Anderson, seconded by Sarah Hagen. Motion carried.

[Home](#)[My Profile](#)[Project Information](#)[MEDC Programs](#)[My Applications](#)[My Awards](#)[Other Reports](#)**Michigan Main Street Monthly Report**

Report only those items occurring in your specific Main Street project area for this month

Metrics Number M-0000093498
 Account City of Charlevoix
 Reporting Period Start 11/1/2016
 Submitter's Name Mark Heydlauff

Status Submitted
 Name Judy Snell
 Reporting Period End 11/30/2016
 Due Date 12/10/2016

Design

Facade & Exterior Renovation in MSA: (exterior work only - painting, facade cleaning, signs, windows and awnings)

Business Name	Address	Project Description	Private Investment	Public Investment	Source of Public Fund
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Public Improvements in MSA: (Streets, sidewalks, lights and fixtures, landscaping and public amenities)

Business Name	Address	Project Description	Private Investment	Public Investment	Source of Public Fund
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Economic Vitality

Building Rehabilitation in MSA: (interior rehab - building systems (HVAC), roof etc)

Business Name	Address	Private Investment	Public Investment	Source of Public Fund
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New Construction in MSA

Business Name	Address	Private Investment	Public Investment	Source of Public Fund
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Buildings Sold in MSA

Address	Amount of Sale
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New Business Opened in MSA

Business Name	Address	Type of Business	FTE Jobs Added	Part-time Jobs Added
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Existing Downtown Businesses Contracted in MSA

Business Name	Address	Type of Business	Type of Contracted	FTE Jobs Lost	Part-time Jobs Lost
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Existing Downtown Businesses Expanded in MSA

Business Name	Address	Type of Business	Type of Expansion	FTE Jobs Added	Part-time Jobs Added
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Businesses Closed in MSA

Business Name	Address	Type of Business	FTE Jobs Lost	Part-time Jobs Lost
Ro Ro Antiques	101 Bridge	Retail Occupied	0.0	3.0

Businesses Moved out of Downtown

Business Name	Address	Type of Business	FTE Jobs Lost	Part-time Jobs Lost
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New Housing Completed Downtown

Type	# of Units	Address	Rent or Purchase Amount	Monthly Rent or Purchase Price
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Promotion

Downtown Events & Activities - All Committees

Event	Type	# of Attendees	# of Volunteer Hours	Total Cost	Gross Event Expenses Incurred by Main Street	Main Street Net Event Revenue
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Organization**Volunteer Hours Last Month**

MS Board	Organization Committee	Promotion Committee	Design Committee	Economic Vitality Committee	Total
18.00	5.00	25.00	15.00	15.00	78.00

Fundraising/Membership Last Month

Type	Amount
Private	500.00

Training Sessions Attended

Event Title	Who Attended	Date	Topic
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Board Member Changes: Position Names Leaving and Names Arriving

Position	Name Leaving	Email	Name Arriving	Email
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Assistance Received

Grants	Source of Funds	Amount Received
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Other News or Commentary On November 13 a fire nearly destroyed three storefronts in the district and caused heavy smoke damage to two more stores and three apartments. Lighter smoke damage occurred at another store. One of these stores as reopened though is still working to clean their basement; they have temporarily moved part of their inventory to another storefront downtown. We are still awaiting Fire Marshal and investigations to be completed to understand the potential for rebuilding. We have been in contact with our State Senator and Dan Leonard from the MEDC. Debra Johnson also has reached out and offered assistance as needed.

At least one of the stores has already decided to move and remain within the downtown. This will bring new investment into a closed storefront. We are working closely with other building and business owners to assist as possible.

Program & Outlook Lindsey Dotson began work on November 28 and is already fitting well into the community. Wayfinding and branding activities are continuing.
Suggestions for State and National Staff

Upload Attachments

Attach a copy of meeting minutes from last month's board meeting and copies of meeting minutes from committee meeting

Name	Date Uploaded
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michiganbusiness.org

Michigan Economic Development Corporation, 300 N. Washington Sq., Lansing MI 48913 Phone: 888.522.0103

**Charlevoix Downtown Development Authority and Main Street Board of Directors
2017 Meeting Schedule**

Pursuant to the Open Meetings Act, notice is hereby given that the Downtown Development Authority of the City of Charlevoix shall meet in the Council Chambers of City Hall (210 State Street, Charlevoix, Michigan) on the following dates at 5:30pm, generally the 4th Monday of the month.

- January 23, 2017
- February 27, 2017
- March 27, 2017
- April 24, 2017
- May 22, 2017
- June 26, 2017
- July 24, 2017
- August 28, 2017
- September 25, 2017
- October 23, 2017
- November 27, 2017
- December 19, 2017 (note this is the third Tuesday)

2017 Main Street Training/Conference Dates

February 6-7 Quarterly Training Wayland (Promotion)

March 8-9 Strategy Development/Alignment/Organizational Structure (Charlevoix)

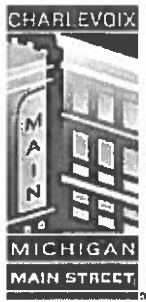
May 1-3 National Main Street Conference in Pittsburgh

June 22-23 National Leadership Workshop in Lansing

August 7-8 Quarterly Training Boyne City (Design)

October 10 Refresh Check in

November 6-7 Quarterly Training Oakland County (Organization)



CITY OF CHARLEVOIX

210 STATE STREET | CHARLEVOIX, MICHIGAN | 49720

Charlevoix Main Street DDA

(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board
From: Lindsey J. Dotson, Main Street/DDA Executive Director
Subject: Director's Report for December 20
Date: December 20, 2016

Reporting Volunteer Hours

Each month I am required to report the number of volunteer hours the board & each committee have accumulated to Michigan Main Street as a part of tracking investments/progress in our downtown. Your time is considered an investment and it helps build value into our Main Street program. At each meeting I will be passing around a sheet of paper so that each member can write down the number of hours that were spent doing things related to the DDA/Main Street Board since our last meeting. It will be anonymous, you'll simply jot down a number. This is the easiest way for me to keep track of these numbers for reporting purposes.

Open Signs

I met with Charlevoix Screen Masters and got a prototype of the "open" sign for the Downtown Business Owners group. The order was originally placed on February 26, 2016. The reason why the order was not completed was because a change was made to the size of the flag and the mounting system. Charlevoix Screen Masters was waiting on approval to move ahead with fulfilling the order. The total cost for 24 12"x24" signs/flags, pole, and mounting hardware is \$4,392.00. That breaks down to \$183 per unit. I will be meeting with the Business Owners group on Monday, December 19th and presenting the status of the project. Business owners will be responsible for mounting the sign. Businesses are limited to having one flag on their storefront. When mounted, they must be 6' from the ground.

Redevelopment Ready Certification

The city has hired Emily Pantera (former Economic Restructuring Specialist with the Michigan Main Street Center) as a consultant to assist Charlevoix in obtaining the Redevelopment Ready Communities (RRC) Certification. Emily was in town on Thursday, December 8th for meetings with myself, the City Manager,

Chamber, CVB, and the Planning Commission Chair Sherm Chamberlain. She has also talked with Interim Planner Zach Panoff. She has been given all of our information related to Redevelopment (master plan, etc.) and will review where we are at in relation to the RRC Best Practices. She will then report back her findings on areas needing to be improved so that we can work on those things before submitting our application to MEDC. As a part of this, I plan to attend two day-long training sessions in Boyne City this spring/summer (no cost to attend) per a requirement for the certification process.

RRC description: The Michigan Economic Development Corporation is pleased to offer the Redevelopment Ready Communities® (RRC) program to municipalities across the state. RRC is a voluntary, no cost certification program promoting effective redevelopment strategies through a set of best practices. The program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there.

Certified communities signal a proactive, business friendly environment to developers and investors. Once certification is achieved, communities with solid development projects receive priority for funding at the MEDC and MSHDA. The MEDC will also assist in marketing a certified community's top three Redevelopment Ready Sites® if packaged to the best practice standard.

Application for Technical Assistance from Smart Growth America

I will be submitting an application for the chance to receive free technical assistance pertaining to small-scale manufacturing and place-based economic development. The application deadline is January 6th. When small-scale manufacturing is stitched into a community fabric, it livens urban spaces and builds economic resilience through market diversity and high wage jobs. Providing space for these businesses within neighborhoods can foster entrepreneurs and home-grown industries, create well-paying jobs for people with a variety of education and skill levels, and bring vitality to main streets and neighborhood centers.

In partnership with the U.S. Economic Development Administration and Recast City, Smart Growth America is offering free technical assistance to community leaders interested in using small-scale manufacturing to help revitalize a downtown or neighborhood and create economic opportunity. Communities selected for this opportunity will receive a professionally facilitated two- to three-day workshop, followed by a customized action plan that identifies next steps and resources available for implementation.

Quarterly Training in Old Town Lansing

On December 5-6th I attended the Michigan Main Street Quarterly Training on topics related to the Organization Committee. Day 1 was intended for program directors and featured speakers from Northern Initiatives (loans for small businesses for approx. \$55,000 and small biz coaching), a rep from MEDC for Redevelopment Ready Communities, and Old Town Lansing Organization Committee volunteer committee. On day 2 I was joined by Dianne DuPont, John Kurtz, and Dennis Kusina. We spent the day with Jay Schlinsog from Downtown Professionals Network discussing Communications Planning for Main Street Organization Committees. Several great ideas were taken from the training along with tips and tools for getting started on our own Communications Plan.

Charlevoix / Research and Branding Project Plan

Updated December 13, 2016

Branding kick off meeting	Wednesday, November 16
Promotion Committee meeting	Thursday, November 17 @ 8:00am
Individual interviews	Thursday, November 17
Charlevoix provides existing marketing materials to a5	Monday, November 21
Charlevoix phone interviews	November 28 – December 16
Discussion of event logos (four) to be developed by a5	Week of December 12
Distribution of email survey	Week of December 19
Chamber engagement event	Tuesday, January 17 @ 5:00pm
Community engagement event	Wednesday, January 18 @ 7:00pm
a5 presents research, recommendations and brand platform	Week of January 30
a5 presents brand platform refinements and brand identity directions	Week of February 13
a5 shares identity refinements	Week of February 20
New identity is finalized	Week of February 20
a5 shares event logo designs (four)	Week of February 27
Photo shoot.....	Week of March 13 (tentative)
a5 presents first round of collateral materials	Week of March 13
Letterhead, business card, social media and newsletter	
a5 presents second round of collateral materials	Week of March 20
Pole banner, business director, event tri-fold brochure	
a5 shares refinements of collateral materials	Week of March 27
Collateral materials are finalized	Week of March 27
a5 presents implementation plan and brand standards manual	Week of April 10

Deliverables include:

Research and Recommendations

- Research summary
- Goals and objectives
- Key assets and gaps
- Key audiences prioritized
- Key competitors
- Recommended strategies for success

Brand Platform

- Key messages
- Positioning statement
- Elevator pitch
- Written overview of Charlevoix for marketing purposes
- Tagline options

Graphic Identity

- Logo concepts
- Farmers Market logo
- Summer Concert Series logo
- Restaurant week logo
- Downtown events logo

Collateral Materials

- Letterhead and business card templates
- Social media graphics
- Newsletter template
- Pole banner template
- Business directory template
- Event tri-fold brochure template

Implementation Plan

- Estimated costs/budget
- Proposed timelines for development of creative elements
- Recommended positioning of logo and brand guidelines
- Implementation plans for brand identity applications and brand identity maintenance plan



CITY OF CHARLEVOIX

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Charlevoix Main Street DDA

(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board

From: Lindsey J. Dotson, Main Street/DDA Executive Director

Subject: Wayfinding Update

Date: December 20, 2016

Matt McCormick from Pro Image Design will be attending the next Design Committee meeting on January 3rd to discuss their preliminary plan for placement of wayfinding signage in downtown Charlevoix.

Vision Statement:

After this exercise, the board confirmed the language of their overall VISION Statement to follow the original text with a few modifications. The revised Vision statement reads:

VISION STATEMENT:

“Our Downtown captures the spirit of community and is a place to live, work, and play. We are an innovative waterfront downtown that is dedicated to year-round economic sustainability through economic development, community collaboration, and historic preservation.”

Overarching Priorities:

The board reviewed and used the input received through the Visit to confirm the overarching priorities to guide the organization’s efforts. With much discussion about the language for these priorities, the board wanted to ensure that each and all of the priorities highlight the importance of establishing a strong foundation for the revitalization’s work. This summary strives to articulate those priorities in a clear and action-driven format that conveys the board’s intended focus. The board is welcome to review and enhance the wording as considered most appropriate.

OVERARCHING PRIORITIES:

- Priority 1:** Establish the foundation for a year round economy by expanding shoulder season activity.
- Priority 2:** Bring businesses together to cooperate and coordinate resources to market downtown.
- Priority 3:** Establish the foundation for collaboration, partnerships, and communication.

Brainstorming for Work-planning:

The Team also conducted a working session with all Committee leaders during the final meeting to brainstorm initiatives and projects that follow and achieve the Board’s priorities.

1. Organization

- a. Establish the foundation of a year-round Economy
 - i. Coordinated effort with Beaver Island’s bike festival to draw bikers downtown
- b. Improve Communication
 - i. Publish an explanation of Main Street in the newspaper
 - ii. Gather email addresses from all stakeholder groups
 - iii. Change Main Street DDA name on Chamber of Commerce website
 - iv. Provide information on Main Street on City and Chamber of Commerce website
 - v. Post volunteer opportunities on organization website and with United Way
 - vi. Identify volunteer opportunities and write job descriptions
 - vii. Regularly share volunteer opportunities with large organizations like the Hospital and Keep Charlevoix Beautiful
 - viii. Provide content for local Cable Access Channel



CITY OF CHARLEVOIX

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Charlevoix Main Street DDA
(231) 547-3257 lindseyd@cityofcharlevoix.org

Memo

To: Charlevoix Downtown Development Authority/Main Street Board
From: Lindsey J. Dotson, Main Street/DDA Executive Director
Subject: Draft Fiscal Year 2018 Budget
Date: December 20, 2016

Attached you will find the first (rough) draft of the 2017-2018 Downtown Development Authority Fund budget. With the gracious assistance of our City Manager, Mark Heydlauff and our City Treasurer, Kelly McGinn, I have pieced together the upcoming budget to the best of my ability after three weeks on the job. Please review and note the following:

2016-17 Budget Estimated Actuals:

REVENUES

In the current budget the DDA will exceed expected revenues slightly above the budget we approved last year.

EXPENSES

Despite having several unplanned expenses this year including the installation of new lighting in the trees, ongoing maintenance of Bridge Park Building, branding with a5 Inc., and wayfinding signage with Pro Image Design, expenses in the current budget are on par with expectations. This is largely due to the reduction in expenses associated with the vacant executive director position.

Draft 2017-18 Budget

REVENUES – As with last year, I am not basing projections on any increase revenue though it is likely we will see a small bump in revenue.

EXPENSES

It is my recommendation at this time that we plan to purchase a new sound board for the pavilion to enhance our summer concert series and continue ongoing HVAC maintenance on the Bridge Park Building as outlined in the report commissioned by the Facilities Committee in early summer.

Please note that I will continue working to familiarize myself with the budget and will work through any

necessary updates over the coming months as we work to finalize the budget that will begin on April 1, 2017. Based on your input Monday and my continuing review, I may recommend final changes to this draft at your January board meeting so that they can be approved by Council in February. I welcome your comments and input and look forward to a productive year ahead.

**CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY FUND
2017-18 BUDGET**

	2015-16 Actual	2016-17 Budget	2016-17 Est. Actual	2017-18 Budget
REVENUES				
CURRENT PROPERTY TAX	36,527	37,100	37,742	37,700
PROPERTY TAX - CAPTURE LOCAL	393,086	393,100	392,138	392,100
DELINQUENT PROPERTY TAX COLLECTED	1,246	-	-	-
PENALTY - PROPERTY TAX	136	-	22	-
FEDERAL / STATE / OTHER GRANTS	21,815	1,600	10,549	1,600
FARMERS MARKET INCOME	26,783	26,964	30,516	30,525
INTEREST EARNINGS	1,094	500	540	500
RENTS & ROYALTIES - SUNSHINE	1,000	1,000	1,000	1,000
RENTS & ROYALTIES - KEWEENAW	2,750	-	-	-
RENTS & ROYALTIES - BIBCO LEASE	25,862	26,900	26,861	27,900
RENTS & ROYALTIES - ROUND LAKE GROUP	17,110	15,300	18,469	20,300
RENTS & ROYALTIES - LC BREWERS	405	-	4,860	4,900
MISCELLANEOUS & IWF REIMBURSEMENT	6,155	3,500	3,500	3,500
CONTRIBUTION - OTHER SOURCES	11,648	2,500	11,920	2,500
CONTRIBUTION - MAIN STREET	21,595	25,000	25,000	25,000
CONTRIBUTION - LIGHTING & HOLIDAY DECOR	-	500	500	500
CONTRIBUTION - PERFORMANCE PAVILION	500	-	1,000	-
TRANSFER FROM OTHER FUNDS	-	-	-	-
TOTAL REVENUES	\$ 567,713	\$ 533,964	\$ 564,617	\$ 548,025

EXPENSES				
SALARIES & WAGES	29,736	31,300	10,125	37,600
WAGES - ICMA	2,523	2,700	871	3,200
SALARIES & WAGES - TEMPORARY	6,149	7,000	8,150	7,200
EMPLOYEE FRINGE BENEFITS	23,819	25,200	9,019	30,400
OPERATING SUPPLIES	25,667	2,200	7,963	8,100
IWF MAINTENANCE	9,127	6,000	7,178	7,200
MARKETING & PROMOTIONAL SERVICES	20,529	25,700	29,000	32,300
MARKETING & PROMOTIONAL SVCS - FARMERS MKT	19,662	16,800	21,900	16,800
MARKETING & PROMOTIONAL SVCS - CRAFT BEER	-	-	50	-
PROMOTION COMMITTEE EXPENSES	-	-	300	300
ORGANIZATION COMMITTEE	-	3,500	3,500	3,500
BUSINESS RECRUITMENT/RETENTION	45	1,500	1,500	1,500
CONTRACTUAL SERVICES	16,894	14,700	61,925	18,100
SERVICE/MAINTENANCE FEES	-	-	-	-
DESIGN COMMITTEE	-	10,300	47,808	10,600
DESIGN CAPITAL IMPROVEMENTS	-	11,000	11,000	21,000
LEGAL SERVICES	419	500	500	500
TELEPHONE	1,783	1,000	992	1,000
CONFERENCE & TRAVEL	2,402	4,000	4,000	4,000
PRINTING & PUBLISHING	207	-	3,479	1,500
INSURANCE & BONDS	1,401	1,800	1,800	1,800
PARK EQUIPMENT	14,940	-	6,915	-
REFUNDS - PROPERTY TAX & TIFA	4,909	6,000	6,000	6,000
MAINTENANCE - BRIDGE PARK BUILDING	5,813	16,000	27,000	27,500
MISCELLANEOUS	157	300	300	800
MISCELLANEOUS - FARMERS MARKET	-	-	437	500
MISCELLANEOUS - MAIN STREET	2,532	-	8,526	300
MISCELLANEOUS - LIBRARY/SUBSCRIPTIONS	-	-	-	-
CAPITAL PROJECT - PROFESSIONAL SERVICES	-	-	-	-
CAPITAL PROJECT - CONTRACTUAL SERVICES	-	-	-	-
BOND ISSUANCE COSTS	-	-	-	-
DEBT SERVICE PAYMENTS	-	-	-	-
BOND PRINCIPAL - BRIDGE PARK (LTGO, ACT 99)	-	-	-	-
INTEREST EXPENSE - BONDS	-	-	-	-
PAYING AGENT FEES	-	-	-	-
LIBRARY CONTRIBUTION	25,000	30,000	30,000	30,000
TRANSFER TO OTHER FUNDS (MARINA)	321,395	326,200	260,163	341,800
TOTAL EXPENSES	\$ 535,110	\$ 543,700	\$ 570,399	\$ 613,500

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 32,603	\$ (9,736)	\$ (5,782)	\$ (65,475)
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YEAR END BALANCES				
FUND BALANCE / NET POSITION BEGINNING OF YEAR	4,482,783	4,676,055	4,515,386	4,509,604
CHANGE IN FUND BALANCE / NET POSITION	32,603	(9,736)	(5,782)	(65,475)
FUND BALANCE / NET POSITION	\$ 4,515,386	\$ 4,666,319	\$ 4,509,604	\$ 4,444,129
CASH & INVESTMENTS	\$ 762,477	\$ 738,977	\$ 756,695	\$ 691,220

CITY OF CHARLEVOIX

Liquor License Application

You MUST answer all questions and include all attachments or this application will be returned to you. Bring or mail this application to the City Clerk, City of Charlevoix, 210 State Street, Charlevoix Michigan 49720.

This form is designed to conform to the Michigan Liquor Control Code of 1998 being Public Act 1998 No. 58 (MCL 436.1101, et seq), and the City of Charlevoix Liquor License Ordinance.

Approval of a new liquor license or the transfer of an existing license is not a determination that the applicant has complied with other ordinances or regulations.

I. APPLICANT INFORMATION (if more than one applicant, please attach separate sheet)

Name of individual or business entity: Cantina Restaurant Group, LLC

- A. If the business entity is a partnership or a limited liability company provide the name of person or persons entitled to share in the profits of the partnership or limited liability company (attach separate sheets if needed):

Evan D. Chappuies

Luther J. Kurtz

- B. If the business entity is a corporation, provide the names and addresses of the officers and directors of the corporation (attach separate sheets if needed)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a majority interest in the stock of such corporation is held by one person or one person's nominee, please provide the name and address of such person:

II. CITIZENSHIP

Provide proof of the citizenship of the applicant and all persons listed in Paragraph I, above. Attach copy of current passport OR attach copies of two forms of identification, such as Driver's License, State ID, or Social Security card.

If the applicant or any of the parties listed in Paragraph I above is/are a naturalized citizen of the United States, please provide the date(s) and place(s) of where citizenship was received.

III. ATTACHMENTS

All of the following attachments **MUST** be included. Label each attachment as shown.

- A. Character of the proposed business including a description of services to be provided to patrons and the manner in which intoxicating liquor will be sold.
- B. The length of time the applicant has been in the business of selling intoxicating liquor, either in a retail business or in a tavern or restaurant establishment.
- C. A statement including a map showing a location of the premises or place of business which is to be operated under the liquor license, including:
 - (i) Street address and, if applicable, post office box number;
 - (ii) A legal description of the premises or place of business including the applicant's ownership interest in the premises and business, and the zoning district in which the premises or place of business is located;
 - (iii) A statement as to whether the applicant will offer entertainment at the licensed premise or place of business, and a description of the kind(s) of entertainment to be offered. This statement must address whether any entertainment will include public nudity. If the applicant is a corporation, attach the corporation's Articles of Incorporation, state in which incorporated, and proof of the date such a corporation was approved by the incorporating state.
- D. A copy of the building and site plan showing the entire structure and premises, specifically the areas within the building or structure where the license is to be utilized. Such site plan should demonstrate adequate off-street parking, lighting, refuse disposal facilities and plans, if any, for screening and noise control. A copy of a development plan which has previously been approved by the City is acceptable.
- E. All copies of financial information and documents provided to the Michigan Liquor Control Commission regarding financial responsibility.
- F. Please state whether the applicant has made an application for a similar liquor license on any premises other than the one described in this application and the disposition of that application.

IV. CONVICTION AND DISQUALIFICATION

Applicant certifies that the applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of any corporation or partnership listed in this application certifies applicant and all listed individuals listed on this application have never been convicted of a felony and that applicant and other individuals listed in this application are not disqualified and have never been disqualified to receive a license by reason of any matter or thing contained in this ordinance or in the laws of the State of Michigan.

V. STATEMENT OF GOOD FAITH

Applicant certifies that applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of the corporation and/or partnership listed in this application states that applicant and all named individuals listed in Paragraph I will not violate any of the laws of the State of Michigan or the United States or any ordinances of the City of Charlevoix in the conduct of the business.

VI. AFFIDAVIT AND PERMISSION FOR CITY, COUNTY AND STATE OFFICIALS TO ENTER THE PROPERTY FOR INSPECTIONS:

I agree the statements made above are true, and if found not to be true, this application and any approval will be void. Further, I agree to comply with the conditions and regulations in the Michigan Liquor Control Code of 1998 and the Charlevoix City Code. Further, I agree to give permission for officials of the City of Charlevoix, Charlevoix County, and the State of Michigan to enter the property and any structures thereon where the licensed premises is located for purposes of inspection during normal business hours. Further, I understand that this is only a liquor license application and that such license conveys certain rights under the Charlevoix City Code and the Michigan Liquor Control Code, being Public Act 1998 No. 58, MCL 436.1101 et seq and does not include any representation or conveyance of rights in any other statute zoning under the City of Charlevoix's Code, or other property rights.

Finally, even if this liquor license is approved, I understand the City of Charlevoix Code and state statutes change from time to time. Therefore, I hereby acknowledge that any approval of this liquor license is subject to any change in the Charlevoix City Code or state statute as authorized by law.

Applicant's Signature:



Date:

12/13/16

For office use only

Reviewer's action: Total fee: \$ 100 - Check # cash Date received 12-13-16

This matter was: Approved / Denied by action of the City Council on

Signature: _____

Title: _____

CITY OF CHARLEVOIX

Liquor License Application Addendum for Redevelopment Liquor Licenses

Please note: this application must be submitted WITH the "Liquor License Application". You MUST answer all questions and include all attachments or the application will be returned to you. Bring or mail the applications to the City Clerk, City of Charlevoix, 210 State Street, Charlevoix, Michigan 49720.

This form is designed to conform to Public Act No. 501 of the Public Acts of 2006, being Section 521a(1) of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1), and the City of Charlevoix Redevelopment Liquor License Ordinance.

Approval of a new liquor license or the transfer of an existing license is not a determination that the applicant has complied with other ordinances or regulations.

1. Name, address, and contact information of applicant:

Cantina Restaurant Group, LLC 108 Michigan Ave Charlevoix MI
49720

2. Address of the real property at which the license will be used:

101 Van Pelt Pl Charlevoix, MI 49720

3. Is the establishment located within the Downtown Development Authority limits? ☒ Yes ☐ No

4. Will the establishment offer: ☒ Dining ☐ Recreation ☒ Entertainment

5. How many days per week and hours per day will the establishment be open to the public?

Monday Thru Saturday 11AM to 11PM

Sunday 11AM to 9PM

6. What is the seating capacity of this establishment?

Winter 28 Summer 98

Attach the following, per Ordinance 758 of 2012, 7.305.B.3-6, and 7.305.B.8:

- ☒ Documentation whether the applicant has a real property interest in the real property with which the license will be used. Only as Leasee
- ☒ Documentation showing that at least \$75,000 has been expended for the rehabilitation or restoration of the building that will house the licensed premises, or which makes a commitment for a capital investment of at least \$75,000 which will be expended prior to the issuance of the license.
- ☒ Documentation of attempts to purchase a readily available escrowed or quota on-premise license within the City of Charlevoix, and why such license was not reasonably available.
- ☒ Documentation regarding the type of business with which the license will be used.
- ☒ Additional information or documentation that will show whether the application complies with the standards contained in Section 7.303.A. and Section 7.305.D. of the City Code.

As owner of the premises, (if not the applicant), I approve of the submission of this application:

Owner's Signature:



Date:

12-13-16

Owner's Name & Contact #: (print)

Luther J. Kurtz

231-622-2052

lutherkurtz@hotmail.com

I, the applicant, do state that all statements made on this application at attachments are true and complete.

Applicant's Signature:



Date:

12/17/16

Liquor License Application

Applicant: Cantina Restaurant Group, LLC

Attachments:

A. The proposed business, "Cantina", will be a Mexican restaurant, serving authentic Mexican food, hand-crafted cocktails, beer, and wine. Liquor will be sold for on-premise use, in a controlled environment. Carry out beer and wine will be available.

B. Evan Chappuies has been in the hospitality business for 16 years in a restaurant establishment and has taken certification classes for responsible alcohol serving. Evan is currently the managing partner of an existing, licensed establishment.

C.

(i): 101 VAN PELT PL, Charlevoix, MI, 49720

(ii): Legal Description: . DDA 1984BEG AT SE COR LOT 3 OF BLK 6 OF ORIG PLAT OF VIL (NOW CITY) OF CX TH AL S LI OF SD LOT 3 N89DEG19'27"W 31.18FT TH N0. DEG37'36"W 59.99FT TH S89DEG19'26"E 31.13FT TO NW COR OF PROP DESC L292P834 CX CTY R/D TH AL N LI OF LAST DESC CRSE S89DEG19'27"E 36.09FT TH AL E LI OF SD PROP S0DEG32'18"W 60FT TO S LI OF SD LOTTH N89DEG19'27"W 36.13FT TO POB BEING PTLOTS 2&3 OF ORIG PLAT OF CITY OF CX 97SP/COMB1096 246-003-00/246-002-50

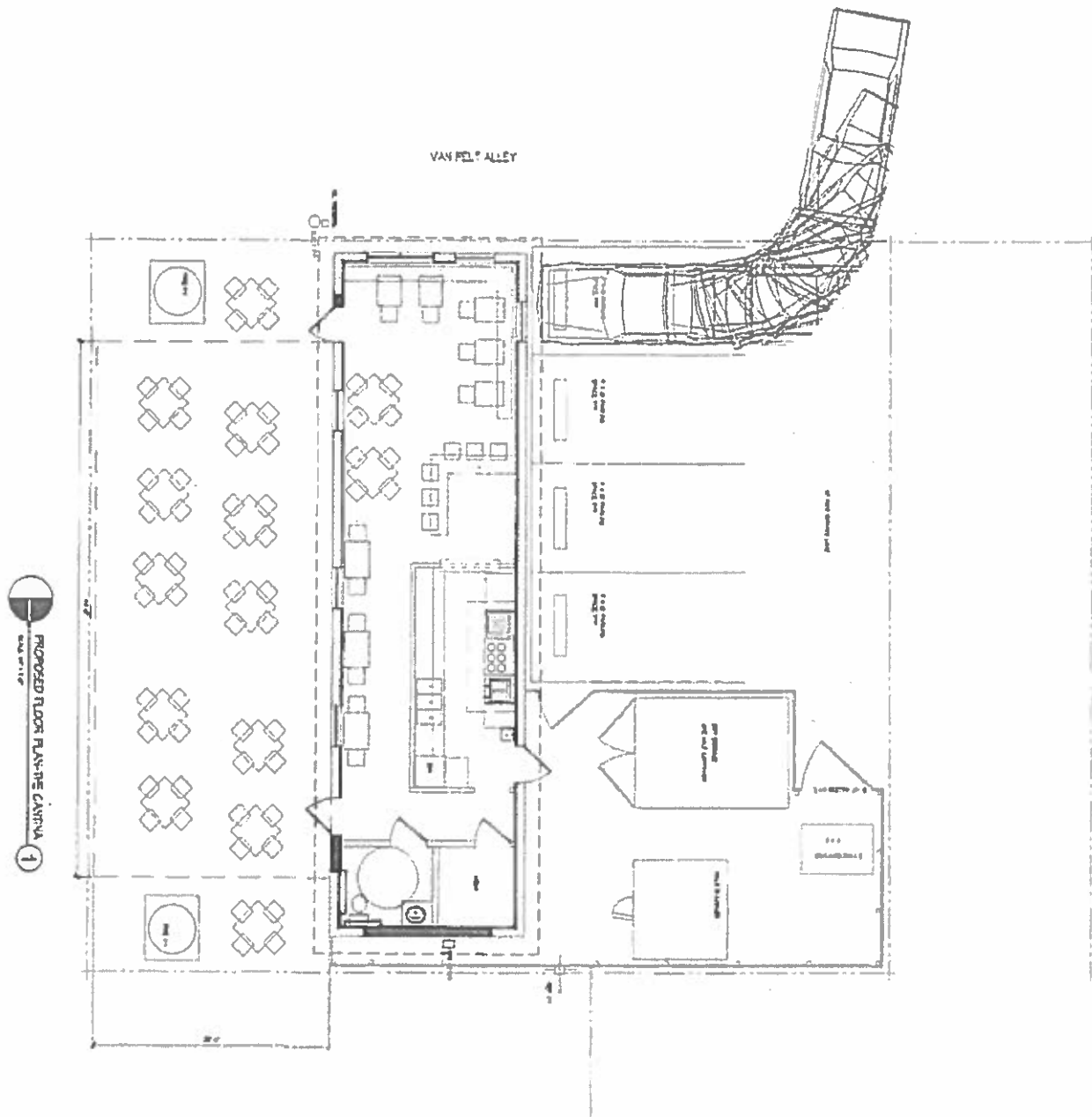
(iii): We would like to offer entertainment in the form of a solo musician. There will be no nudity.

D. See Attached.

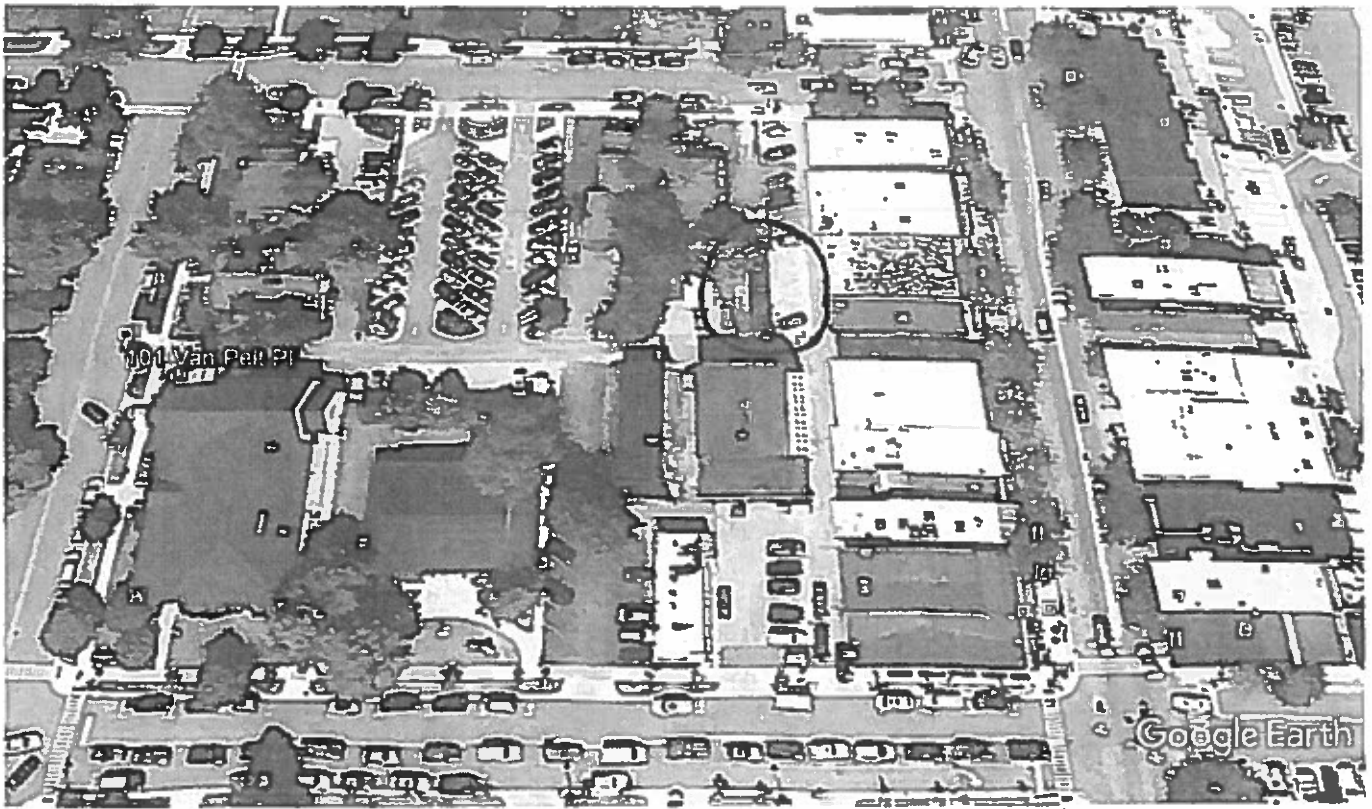
E. MLCC Information. See Attached

F. Cantina Restaurant Group, LLC has not made any previous applications.





08.16.005 SD-100 FLOOR PLAN	THE CANTINA Restaurant 101 VAN PELT ALLEY Charlevoix, MI 49720	DATE: 01.13.2015 PROJECT: THE CANTINA ARCHITECT: DAVID WHITNEY KIMBLE, AIA 450 S. LANSING ST. ANN ARBOR, MI 48106 734.769.1111 www.whitneykimble.com	 DAVID WHITNEY KIMBLE, AIA ARCHITECT
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Google Earth

feet
meters

200

90





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

Retail License & Permit Application

For more information on retail licenses and permits, please visit the Liquor Control Commission's frequently asked questions website by [clicking this link](#).

Before you begin filling out the attached application, please review this checklist for the forms and documents you will need to submit with your completed application form.

The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: <https://get.adobe.com/reader/>

- ☒ Completed Retail License & Permit Application (Form LCC-100, attached)
- ☐ Livescan Fingerprint Form* (attached)
- ☒ Inspection, License, and Permit Fees
- ☒ Local Government Authorization (Form LCC-106) - For a new on-premises license only
- ☐ Purchase agreement - For the transfer of ownership of a license

Are you transferring stock or membership interest? If yes, use the License Interest Transfer Application (LCC-101).

If applicant is a corporation also include (pursuant to R 436.1109):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
- ☐ Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

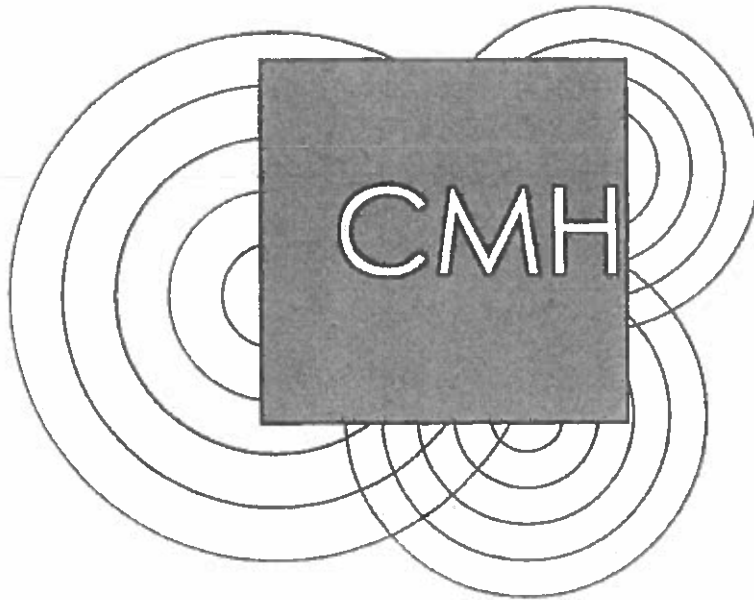
If applicant is a limited liability company also include (pursuant to R 436.1110):

- ☒ Report of Stockholders/Member/Partners (Form LCC-301)
- ☒ Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☒ Copy of the operating agreement or bylaws of the applicant company
- ☐ Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
- ☒ Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited partnership also include (pursuant to R 436.1111):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of the partnership agreement of the applicant limited partnership
- ☐ Each general partner of a partnership shall sign the application, bond, and other papers filed in connection with securing a new license or transferring an existing license. This requirement may be waived by the Commission upon showing of good cause, which must be submitted in writing.

*Fingerprints are required for applicants that have not been fingerprinted for MLCC licensure in the past and will hold 10% or more interest in a license or applicant entity.



Dear Evan,

Celebrate Me Home LLC is already committed to spending well over \$75,000 on the building project for your restaurant. We are, among other things; pouring a new floor, running utilities to the building, completely replacing the electrical and plumbing, replacing the roof, rebuilding the roof structure, rebuilding the interior walls, pouring a new cement patio, pouring a new pad for the trash and storage containers, installing new equipment and fixtures and replacing the furnace and air conditioning. The current estimated cost is in the \$130,000 range.

I hope this helps with your liquor license.

Best,

-Luther Kurtz
Celebrate Me Home (Managing Member)
231-622-2052



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

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Retail License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Cantina Restaurant Group, LLC	
Address to be licensed: 101 Van Pelt Pl	
City: Charlevoix	Zip Code: 49720
City/township/village where license will be issued: City of Charlevoix	County: Charlevoix
Federal Employer Identification Number (FEIN): 81-4283631	

1. Are you requesting a new license? ☒ Yes ☐ No
2. Are you applying ONLY for a new permit or permission? ☐ Yes ☒ No
3. Are you buying an existing license? ☐ Yes ☒ No
4. Are you modifying the size of the licensed premises? ☐ Yes ☒ No
If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
5. Are you transferring the location of an existing license? ☐ Yes ☒ No
6. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
7. Do you intend to use this license actively? ☒ Yes ☐ No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$140.00	License & Permit Fees:		TOTAL FEES:	\$140.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: Cantina Restaurant Group, LLC

Off Premises License Type: Base Fee: Fee Code MLCC Use Only

New Transfer

- ☒ ☐ SDM License \$100.00 4012
☐ ☐ SDD License \$150.00
☐ ☐ Resort SDD License Upon Licensure/\$150.00

Off Premises Permits: Base Fee:

- ☐ Sunday Sales Permit (AM)* \$160.00
☐ Sunday Sales Permit (PM)** \$22.50
(Held with SDD License)
☐ Catering Permit \$100.00
☐ Secondary Location Permit - Complete Form LCC-201
☐ Beer and Wine Tasting Permit No charge
☐ Living Quarters Permit No charge

On/Off Premises Permission Type: Base Fee:

- ☐ Off-Premises Storage No charge
☐ Direct Connection(s) No charge
☐ Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$140.00

Total License Fee(s):

Total Permit Fee(s):

TOTAL FEES DUE: \$140.00

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to State of Michigan

On Premises License Type: Base Fee: Fee Code MLCC Use Only

New Transfer

- ☐ ☐ B-Hotel License \$600.00

Number of guest rooms: _____

- ☐ ☐ A-Hotel License \$250.00

Number of guest rooms: _____

- ☒ ☐ Class C License \$600.00 4012

- ☐ ☐ Tavern License \$250.00

- ☐ ☐ Resort License Upon Licensure

- ☒ ☐ Redevelopment License Upon Licensure

- ☐ ☐ Brewpub License \$100.00

- ☐ ☐ G-1 License \$1,000.00

- ☐ ☐ G-2 License \$500.00

- ☐ ☐ Aircraft License \$600.00

- ☐ ☐ Watercraft License \$100.00

- ☐ ☐ Train License \$100.00

- ☐ ☐ Continuing Care Retirement Center License \$600.00

B-Hotel or Class C Licenses Only:

- ☐ ☐ Additional Bar(s)

Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar that comes with the license.

On Premises Permits: Base Fee:

- ☒ Sunday Sales Permit (AM)* \$160.00 4033

- ☒ Sunday Sales Permit (PM)** \$90.00 4032

- ☐ Catering Permit \$100.00

- ☐ Banquet Facility Permit - Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

- ☒ Outdoor Service No charge

- ☐ Dance Permit No charge

- ☒ Entertainment Permit No charge

- ☐ Extended Hours Permit: No charge

- ☐ Dance ☒ Entertainment Days/Hours: _____

- ☐ Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

- ☐ Living Quarters Permit No charge

- ☐ Topless Activity Permit No charge

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner 1st Member

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Evan D. Chappules		
Home address: 105 W. Upright Street		
City: Charlevoix	State: MI	Zip Code: 49720
Business Phone:	Cell Phone: 231-350-8964	Email: evanchappules@yahoo.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": ☒ Yes ☐ No		
D&E Hodgson, Inc #235040		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <u>Livescan Fingerprint Background Request</u> " with your application.		

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America? ☒ Yes ☐ No			
Have you ever legally changed your name? ☐ Yes ☒ No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Samantha Rose Chappules			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☒ Yes ☐ No			
Date	City/State	Charge	Disposition
2002	Bozoyne City, MI	OUIL	Fine & Costs
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No			
Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Evan D. Chappules

Print Name

Signature

Date

12/13/16

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

2nd Member

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Luther J. Kurtz		
Home address: 427 Michigan Ave		
City: Charlevoix	State: MI	Zip Code: 49720
Business Phone:	Cell Phone: 231-622-2052	Email: lutherkurtz@hotmail.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": Adventure Center USA, LLC #237746		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America?		☒ Yes ☐ No	
Have you ever legally changed your name?		☐ Yes ☒ No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Mary Margaret Kurtz			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☒ Yes ☐ No			
Date	City/State	Charge	Disposition
1995 & 1996	Charlevoix, MI	MIP	Fine & Costs
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No			
Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Luther J. Kurtz

Luther Kurtz

Print Name


Signature12-17-16
Date

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?			☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?			☒ Mail	☐ Email	☐ Fax	
Contact name: Robert B. Hoffman, CPA			Relationship: Accountant			
Mailing address: 108 Michigan Ave Charlevoix, MI 49720						
Phone: 231-547-2663		Fax number: 231-547-2183		Email: bob@hoffmancpafirm.com		

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:		Member Number: P-	
Attorney address:			
Phone:	Fax number:	Email:	
Would you prefer that we contact your attorney for all licensing matters related to this application?			☐ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?			☐ Yes ☐ No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Evan D. Chappuis Member

Print Name of Applicant & Title

Signature of Applicant

12/13/16
Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveres or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202



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

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Cantina Restaurant Group, LLC	
Address: 101 Michigan Ave	
City: Charlevoix	Zip Code: 49720

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Evan D. Chappules 105 W Upright Street Charlevoix, MI 49720	50	December 5, 2016
Luther J. Kurtz 427 Michigan Ave Charlevoix, MI 49720	50	December 5, 2016
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
Evan D. Chappules 105 W Upright Street Charlevoix, MI 49720		
Luther J. Kurtz 427 Michigan Ave Charlevoix, MI 49720		



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

Business ID: _____
Request ID: _____

Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
Name and address of Managers, pursuant to administrative rule R 436.1111:		

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title:	Evan D. Chappuies Member
Name & Title:	Luther J. Kurtz Member
Name & Title:	
Name & Title:	
Name & Title:	

Part 4 - Signature of Applicant or Licensee

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Even D. Chappuies Member

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

12/13/16

Please return this completed form to:

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

CANTINA RESTAURANT GROUP, LLC

ID NUMBER: F0522X

received by facsimile transmission on October 26, 2016 is hereby endorsed.

Filed on October 31, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 31st day
of October, 2016.*

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

CSCUCD-768 (Rev 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name	HOFFMAN CPA FIRM, PLC	
Address	108 MICHIGAN AVE.	
City	State	ZIP Code
CHARLEVOIX	MI	49720
Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.		EFFECTIVE DATE:

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Certificate:

B

ARTICLE I

The name of the limited liability company is: Cantina Restaurant Group, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

1. The name of the resident agent at the registered office is: Evan D. Chappules

2. The street address of the location of the registered office is:

108 Michigan Ave

(Street Address)

Charlevoix

(City)

Michigan

49720

(ZIP Code)

3. The mailing address of the registered office, if different than above:

(Street Address or P.O. Box)

(City)

Michigan

(ZIP Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 26th day of October, 2010

By

Robert B. Hoffman

(Type or Print Name(s) of Organizer(s))

Articles Attachment for 700

Article V

The Company shall be managed by one or more managers as elected by the Members.

Article VI

No manager or member shall have any liability as a manager of the company or any liability to the company or its members for breach of any duty established in Section 404 of the Act; provided, however, that this article does not eliminate or limit the liability of a member acting as a manager for any of the following:

1. The receipt of financial benefit to which the member acting as a manager is not entitled.
2. Liability under Section 308 of the Act.
3. A knowing violation of the law.
4. An act or omission occurring before the date when this provision becomes effective.

AGREEMENT RELATING TO OPERATING PROCEDURES

OF

CANTINA RESTAURANT GROUP, LLC

THIS AGREEMENT is made on December 5, 2016, between Evan D. Chappuies and Luther J. Kurtz (collectively the "Members" and individually the "Member") and Cantina Restaurant Group, LLC (the "Company").

RECITAL:

The Members desires to form a Limited Liability Company pursuant to the Michigan Limited Liability Company Act 23, Public Acts of 1993 ("Act") on the terms and conditions set forth in this Agreement.

AGREEMENT:

The Members, therefore, state as follows:

Article I

Organization

1.1 **Formation.** The Members form a Limited Liability Company pursuant to the Act. The Company is neither a corporation, general partnership, limited partnership, joint venture, nor sole proprietorship and no Member shall be construed to be a partner or shareholder in the Company. The relationships established by this Agreement shall exist solely as set forth in this Agreement.

1.2 Name. The name of the Company shall be CANTINA RESTAURANT GROUP, LLC and all business shall be conducted under such name, or such other names as may be determined by the Members and duly authorized by the Company.

1.3 Registered Office. The registered office of the Company shall be located in the State of Michigan at 108 Michigan Ave, Charlevoix, Michigan 49720, or such other locations as shall be designated from time to time by the Members. The Company may also have offices in such other places as the Members may from time to time decide, or as the business of the Company may require.

1.4 Effective Date and Term. The Company formed pursuant to this Agreement shall be effective as of the date that the Articles of Organization are filed with the Michigan Department of Commerce and shall continue until it is dissolved or terminated pursuant to the Act or any provision of this Agreement.

1.5 Purpose of Business. The Company may engage in any lawful activity in which a Limited Liability Company may engage pursuant to the Michigan Limited Liability Company Act, including, but not limited to, food beverage service.

1.6 Liability. No Member shall be liable for any debt, obligation, or liability of the Company except to the extent expressly assumed.

1.7 Management of the Company. The management of the Company shall in all respects be the full and complete responsibility of the Managers as elected by the Members. At the current time two Managers shall be elected and serve until such time as the Members elect new Managers. No Manager shall have any liability as a Manager of the Company or any liability to the Company or its Members for breach of any duty established by the Act; provided, however, that this Article does not eliminate or limit the liability of a manager for any of the following: 1) The receipt of financial benefit to which the manager is not entitled; 2)

Liability under Section 308 of the Act; 3) A Knowing violation of the law; and 4) An act of omission occurring before the date this provision becomes effective. The Managers so elected are Evan D. Chappuies and Luther J. Kurtz.

Article II

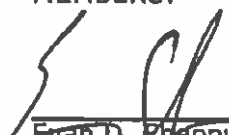
Ownership

2.1 Ownership. The initial ownership in the Company shall be as follows:

Evan D. Chappuies	50%
Luther Kurtz	50%

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

MEMBERS:



Evan D. Chappuies



Luther J. Kurtz

COMPANY:



Evan D. Chappuies, Manager

**MINUTES OF THE
MEMBERS
OF
CANTINA RESTAURANT GROUP, LLC**

Pursuant to waiver of notice (copies of which are attached), a special meeting of the Members of the above corporation was held on December 05, 2016 at 10:00 AM at the corporation's place of business.

The purpose of the meeting: To authorize a Manager to take whatever action is necessary, including signing all documents, in connection with applications for liquor license with the State of Michigan and City of Charlevoix.

I. QUORUM. A quorum was declared present based on the presence of the Members of the LLC.

The following Company actions were taken by appropriate motions duly made, seconded, and adopted by the unanimous vote of the Members entitled to vote.

II. ESTABLISH BANKING RELATIONSHIP. The Managers are authorized to open accounts with Charlevoix State Bank.

III. MANAGER CHOSEN IN CONNECTION WITH LIQUOR LICENSE APPLICATIONS. The manger so chosen to take whatever action is necessary, including signing all documents, in connection with applications for liquor license with the State of Michigan and City of Charlevoix is Evan D. Chappuies.

There being no further business, the meeting was duly adjourned.



Evan D. Chappuies
Member



Luther J. Kurtz
Member

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (alternatively this "Lease" and/or this "Agreement") is made to be effective as of the _____ day of _____, 2016, by and between Cantina Restaurant Group, LLC, a Michigan limited liability company, whose address is 108 Michigan Avenue, Charlevoix, MI 49720 (hereinafter the "Tenant"), and Celebrate Me Home LLC, a Michigan limited liability company, whose address is 427 Michigan Avenue, Charlevoix, Michigan 49720 (hereinafter the "Landlord").

RECITALS

- A. Landlord owns certain real property situated in the City of Charlevoix, Charlevoix County, Michigan, which is described as:

Beginning at the Southeast corner of Lot 3, Block 6, of the Original Plat of the Village (now City) of Charlevoix; thence along the South line of said Lot 3, North 89°19'27" West 31.18 feet to a T-iron stake; thence North 00°37'36" West 59.99 feet to a T-iron stake; thence South 89°19'26" East 31.13 feet to an iron stake at the Northwest corner of property described in Liber 292, Page 834, Charlevoix County Records; thence along the North line of said last mentioned property South 89°19'27" East 36.09 feet to the Northeast corner of property described in said Liber 292, Page 834; thence along the East line of said property South 00°32'18" West 60.00 feet to an iron stake on the South line of said Lot 2; thence along the South line of said Lot 2, North 89°19'27" West 36.13 feet to the point of beginning; being a part of Lots 2 and 3, Block 6, the Original Plat of the Village (now City) of Charlevoix (hereinafter referred to as "Real Property").

- B. Landlord wishes to lease to Tenant certain areas situated with the Real Property and Tenant wishes to lease from Landlord certain areas situated within Real Property, based upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, together with one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant mutually and expressly agree as follows:

1. **PREMISES.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, upon the terms set forth below, those areas of the Real Property which comprise the easterly and northerly portions thereof and are identified and depicted in attached Exhibit "A" as the Leasehold Realty (hereinafter the "Leasehold Realty"). The Leasehold Realty also bears the address of 101 Van Pelt Place, Charlevoix, Michigan 49720. With respect to those portions of the Real Property which are not included within the Leasehold Realty, (i) Landlord shall designate and afford to Tenant a reasonable route of access over and across the same, to provide ingress and egress to and from the fenced/gated areas of the Leasehold Realty and the alley/roadway known as Van Pelt Place, and (ii) Landlord may in Landlord's sole discretion, afford to Tenant vehicular parking thereon.

2. **TERM.** This Lease and all terms hereof shall be of full legal force and effect and binding upon the parties as of the effective date set forth above. The term of this Lease shall commence on April 1, 2017 (the "Commencement Date"), which term shall continue for a period of five (5) years from and after said Commencement Date (hereinafter the "Initial Term"). Subject to Paragraph 17 below, Tenant shall be entitled to full possession of the Leasehold Realty as of said Commencement Date. Notwithstanding the foregoing, Tenant may take limited possession of the Leasehold Realty upon execution of this Lease by Landlord and Tenant, provided (i) Tenant first pays to Landlord the rent of \$2,000.00 attributable to the first month of the Initial Term, together with the Security Deposit, as respectively contemplated within Paragraphs 3 and 22 below, (ii) Tenant first satisfies its insurance obligations set forth in Paragraph 5 below, and (iii) Tenant shall not in any manner impair the ability of Landlord to effect in a timely manner those improvements to the Leasehold Realty which are contemplated in Paragraph 17 below. Tenant shall not be responsible for payment of rent for periods prior to the Commencement Date, provided Tenant's possession of the Leasehold Realty prior to such time shall be limited to preparation of the Leasehold Realty for Tenant's full possession as of said Commencement Date.

Tenant may extend the term of this Lease for one (1) additional term encompassing an additional period of five (5) years (hereinafter the "Renewal Term"), based upon the terms and conditions otherwise set forth herein, provided that Tenant is not in default upon its obligations hereunder, that Tenant delivers written notice Landlord irrevocably declaring its intent to so extend the term of this Lease, and that Tenant shall pay to Landlord an increased amount of monthly rent during the Renewal Term, as so provided in Paragraph 3 below. Written notice of Tenant's intent to extend the term of this Lease for the Renewal Term, must be delivered to Landlord no later than 120 days prior to the expiration of the Initial Term of this Lease.

3. **RENT.** Tenant agrees to pay to Landlord as rent for the Leasehold Realty during the Initial Term the sum of \$2,000.00 per month, which shall be payable in advance. Rent for the first month of the Initial Term shall be paid concurrent with Tenant's execution of this Lease. Rent for the second month of the Initial Term shall thereafter be payable 30 days from and after the Commencement Date and monthly rental payments shall continue on the same day of each successive month throughout the Initial Term of this Lease. In the event that Landlord should fail to complete the leasehold improvements for which Landlord is obligated pursuant to Paragraph 17 below, by the Commencement Date, and if as a result Tenant is unable to obtain full possession of the Leasehold Realty as of said Commencement Date, rent shall abate until such time as Tenant is provided full possession.

Tenant shall pay to Landlord monthly rent during the Renewal Term in such amount as Landlord, in its sole discretion, shall determine. In no event, however, shall Tenant be obligated to pay to Landlord rent in an amount greater than \$2,500.00 per month during said Renewal Term.

All payments of rent and/or any other sums to be paid to the Landlord shall be made at Landlord's address appearing above, or at such other place as the Landlord shall designate in writing from time to time. In the event that any payment of rent is not received by Landlord within ten (10) days from the date the same is due, Tenant shall pay a late charge of One Hundred (\$100.00) Dollars in addition thereto.

4. **UTILITIES.** Tenant shall place in its name and shall pay to all affected utility companies when and as said charges become due, any and all utility services afforded to the Leasehold Realty including without limitation by enumeration, utility services for heat/air conditioning, electricity, water and sewer service, telephone service and refusal removal.
5. **INSURANCE.** Tenant agrees to indemnify and hold Landlord harmless from any liability for damages to any person or property in, on or about the Leasehold Realty from any cause whatsoever, except for any acts or omissions of the Landlord or its agents, successors, assigns, employees, servants, or invitees, and Tenant agrees that it will at all times during the term hereof, carry and maintain as additional rent hereunder, for the mutual benefit of Landlord and Tenant, naming Tenant as an insured party and Landlord as an "additional insured," general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the Leasehold Realty. Such insurance shall afford protection to the limit of not less than \$1,000,000.00 with respect to (i) each person, (ii) any one occurrence causing bodily injury or death, and (iii) property damage. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies, together with satisfactory proof that all required premiums have been paid.

In case any action or proceeding shall be commenced against Landlord growing out of any such loss, cost, damage or expense referenced above, Landlord may give written notice of the same to Tenant and thereafter Tenant shall assume and discharge all obligations to defend such action or proceeding, and save and keep the Landlord harmless from all expenses, counsel fees, costs, liabilities, judgments and executions in any manner growing out of, pertaining to or connected therewith. All policies and insurance procured by Tenant shall be written with reputable companies, satisfactory to Landlord, authorized to do business in the State of Michigan.

Tenant shall have the sole responsibility, at its expense, to secure insurance coverage for (i) Tenant's contents and any other personal property located upon and within the Leasehold Realty, (ii) any and all improvements which the Tenant should effect to the Leasehold Realty and (iii) loss of use in the event that fire or other casualty should render the Leasehold Realty untenable.

6. **TAXES.** Landlord shall pay when and as the same shall become due, all real property taxes and municipal assessments attributable to the Leasehold Realty. Tenant shall pay all personal property and other taxes attributable to its business operation and occupancy.
7. **MAINTENANCE AND REPAIRS.** Tenant covenants and agrees that Tenant shall, throughout the term of this Lease and at Tenant's sole cost and expense, take good care of the Leasehold Realty and all structures, improvements and all appurtenances situated therein and shall promptly undertake minor maintenance and repairs, as necessary to maintain the Leasehold Realty in good, attractive, clean, orderly and operational condition. The term "minor maintenance and repairs" shall include replacements or renewals when necessary, including but not limited to replacement of windows and doors and all such repairs made by Tenant shall be equal in quality and class to the original work.

Except to the extent provided otherwise above, Landlord shall at its expense render major maintenance and repairs at the Leasehold Realty, including major maintenance and repair of the roof, four (4) outer walls and mechanical systems.

8. **COSTS OF LANDLORD AND TENANT.** Tenant agrees to pay (i) any and all sums which may become due by reason of a failure of Tenant to comply with any of the terms and conditions of this Lease, (ii) any and all payments or expenditures made by Landlord with respect to obligations which Tenant has failed to fulfill under the terms of this Lease, as otherwise referenced in Paragraph 13 below, together with (iii) all damages, costs, expenses and actual attorney fees which Landlord may suffer or incur by reason of any default by Tenant hereunder. Landlord likewise agrees to pay all damages, costs, expenses and actual attorney fees which Tenant may suffer or incur by reason of any default by Landlord hereunder.
9. **ASSIGNMENT OR SUBLETTING.** Tenant shall not assign or sublet this Lease or any part of the Leasehold Realty, to any other persons or entities, without the prior written consent of Landlord.
10. **USE AND OCCUPANCY.** It is understood and agreed between Landlord and Tenant that the Leasehold Realty during the continuance of this Lease shall be used and occupied exclusively by Tenant for operation of a bar/restaurant business. Tenant agrees that it will comply with and not use or permit any person to use the Leasehold Realty or any part thereof for any use or purposes in violation of the laws of the United States, the State of Michigan, the ordinances or other regulations of the County of Charlevoix or the City of Charlevoix or of any other lawful authorities. Tenant will keep and/or see that the Leasehold Realty and every part thereof is kept in a clean and wholesome condition and generally will comply with all lawful health and police regulations.

Whenever this Agreement shall be terminated, whether by lapse of time, forfeiture, or in any other way, Tenant will yield and deliver up the Leasehold Realty including the building, improvements, fixtures and equipment located thereon and therein contained, peaceably to Landlord, in as good repair and condition as when taken by Tenant, except for reasonable and normal wear and tear. Tenant may at its expense, remove any fixtures or equipment installed by Tenant provided Tenant shall replace the same at its expense, in the event Tenant has removed any such fixtures or equipment from the Leasehold Realty. Tenant shall at its expense restore the Leasehold Realty to a condition which is equal or superior to the condition thereof as the Commencement Date, and all such fixtures and equipment which are replaced by Tenant shall be equal in quality and class to the original work.

11. **DAMAGE TO OR DESTRUCTION OF REAL ESTATE.** In the event that the Leasehold Realty is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, to the extent of more than one half of the value thereof, either Landlord or Tenant may at their option terminate this Lease forthwith by written notice to the other. In the event that the Leasehold Realty is damaged or destroyed by fire or other casualty during the term hereof to the extent of less than one half of the value thereof, the Landlord will, repair and restore the same to good, tenantable condition with reasonable dispatch.

In the event that the Landlord undertakes to repair and restore the Leasehold Realty to good, tenantable condition, the rent herein provided for shall abate entirely in case the entire Leasehold Realty is 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. If the Tenant shall fail to adjust its own insurance or remove its damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay. There shall be no abatement of rent if such fire or other cause damaging or destroying the Leasehold Realty shall result from the negligence or willful act of the Tenant, its agents or employees. If the Tenant shall use any part of the Leasehold Realty for storage during the period of repair, a reasonable charge shall be made therefor against the Tenant.

12. **EMINENT DOMAIN.** If the Leasehold Realty, or so much thereof as shall render the Leasehold Realty untenable, shall be taken by the right of eminent domain or condemned or sold under threat of the exercise of such right, this Lease shall terminate as of the date the condemning authority takes physical possession. Tenant shall pay all rent due through the date of any termination of this Lease pursuant to this Paragraph. In the event of any taking or sale whatsoever, all awards, damages and proceeds shall belong to Landlord.
13. **EXPENDITURE BY LANDLORD.** If the Tenant shall default in any payment or expenditure other than rent which is required to be paid or expended by the Tenant under the terms hereof, Landlord may at its option and without obligation therefor, make such payment or expenditure, in which event the amount thereof shall be payable as rent to the Landlord by the Tenant on the next ensuing rental payment date, together with interest thereon at twelve (12%) percent per annum from the date of such payment or expenditure by the Landlord. On default in such payment Landlord shall have the same remedies as on default in payment of rent.
14. **CONDITION OF PREMISES.** Tenant acknowledges that it has examined the Leasehold Realty prior to the making of this Lease, that it knows the condition thereof and acknowledges that no representations as to the condition or state of repairs thereof have been made by the Landlord or its agents, which are not set forth in this Lease. Subject to Paragraph 17 below, Tenant accepts the Leasehold Realty in its present "as is, with all faults" condition as of the date of execution of this Lease.
15. **LIABILITY.** All Tenant's personal property of every kind and description, including trade fixtures, which may at any time be located within the Leasehold Realty, shall be kept at Tenant's sole risk or at the risk of those claiming under Tenant. By way of example and not limitation, Landlord shall not be responsible or liable to Tenant for any loss of business or other loss or damage to Tenant that may be occasioned by or through (i) the acts or omissions of persons occupying adjoining premises, (ii) bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (iii) the malfunction of mechanical systems.
16. **RIGHT TO MORTGAGE-SUBORDINATION.** The Landlord shall have the unconditional right to mortgage its interest in and to the Leasehold Realty. Tenant agrees that upon request of Landlord it will execute and deliver to any such lender the estoppel certificate contemplated in Paragraph 30 below, and Tenant hereby irrevocably appoints Landlord as the attorney-in-fact of Tenant to execute and deliver any such instruments for

and in the name of the Tenant. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutions thereof.

17. **ALTERATIONS/IMPROVEMENTS.** The parties agree that Tenant shall not make any alterations, additions or improvements to the Leasehold Realty without the written consent of the Landlord, which shall not be unreasonably withheld, and if required by the terms of any mortgage on the Leasehold Realty, a written consent of the mortgagee. Subject to Paragraph 10 above, all alterations, additions, fixtures or improvements made by either of the parties upon the Leasehold Realty shall be the property of Landlord and shall remain upon and be surrendered with the Leasehold Realty upon termination of this Agreement.

Landlord and Tenant have agreed that certain leasehold improvements and/or renovations have or will be rendered to the Leasehold Realty. The respective obligations to render such improvements, as well as the respective financial obligation to pay the expense of the same, are reflected below. The leasehold improvements to be rendered by Landlord shall be basic in nature and Landlord shall endeavor in good faith to complete such improvements by the Commencement Date. Tenant shall also endeavor to complete the leasehold improvements for which it is obligated by the Commencement Date and Tenant may effect upgrades to the leasehold improvements which are rendered by Landlord, provided Tenant shall bear the obligation to render and pay for such upgrades.

<u>Leasehold Improvements</u>	<u>Obligation to Render and Pay</u>
Necessary structural improvements	Landlord
New roof	Landlord
Concrete for patio area	Landlord
Exterior paint	Landlord
Electrical wiring and lighting	Landlord
Plumbing/HVAC/boiler	Landlord
Flooring	Landlord
Drywall	Landlord
Windows and doors	Landlord
Kitchen & bar equipment	Tenant
Furniture and furnishings	Tenant
Décor	Tenant
Fencing	Tenant
Glassware/dishes/flatware	Tenant
Television and audio systems	Tenant
Bathroom facilities	Tenant
Interior paint	Tenant
Exterior storage	Tenant
Special electrical and plumbing needs	Tenant
Specialty lighting	Tenant

18. **MECHANIC'S LIEN.** The Tenant shall not suffer or permit any mechanic's liens to be filed against the Leasehold Realty or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the

Leasehold Realty or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the Leasehold Realty by virtue of any acts or omissions of Tenant, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord upon default or otherwise, the Landlord may after written notice to Tenant but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in Court or by giving security or by such other manner as is, or may be, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes, and all actual legal and other expenses of the Landlord in or about procuring a discharge of such a lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of 12% per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

19. **WASTE.** The Tenant covenants not to do or suffer any waste or damage, disfigurements or injury to any building or improvement now or hereafter located at the Leasehold Realty, or the fixtures and equipment thereof, or to permit or suffer any overloading of the floors thereof.
20. **ACCESS TO PREMISES.** The Tenant covenants and agrees that the Landlord may enter the Leasehold Realty 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 the Leasehold Realty or adjoining premises. Tenant further agrees to permit Landlord and the authorized representatives of Landlord to enter the Leasehold Realty at all reasonable hours for the purpose of inspecting the same.
21. **ENVIRONMENTAL INDEMNIFICATION.** Tenant agrees to indemnify, save and hold the Landlord and any of its past, present and future agents, employees, representatives and consultants harmless of and from any and all loss, damages, suits, penalties, costs, liabilities and expenses including reasonable investigation and legal expenses, arising out of any claim, loss or damage to persons or property as a result of any environmental contamination or a violation of any local, state and/or federal environmental laws, rules, regulations, statutes and/or ordinances, caused by or in any way related to the Tenant's use and/or occupation of the Leasehold Realty.
22. **SECURITY DEPOSIT.** Tenant shall pay to Landlord a security deposit in the amount of \$2,000.00 concurrent with Tenant's execution of this Lease, which Landlord shall retain as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rent or other charges in arrears or upon damages for Tenant's failure to perform said covenants, conditions and agreements, although Landlord may so apply this security at its option. The Landlord's right to the possession to the Leasehold Realty for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds the security deposit. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to Tenant when this

Lease is terminated. In no event is the security to be returned until Tenant has vacated the Leasehold Realty and delivered possession to the Landlord. In the event that Landlord repossesses itself of the Leasehold Realty because of the Tenant's default or because of the Tenant's failure to otherwise carry out the covenants, conditions and agreements of this Lease, the Landlord may apply the security upon all damages suffered to the date of said repossession and may retain the security to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. The Landlord shall not be obliged to keep the security as a separate fund, but may mix the security with its own funds.

23. **DEFAULT.** The occurrence of the following events shall constitute default by Tenant under the terms of this Lease: (a) If Tenant shall fail to fully pay to the Landlord any outstanding rent, when and as the same shall become due, (b) If Tenant shall fail to fully perform any of the other duties and obligations imposed upon Tenant by this Lease, within 10 days after written demand by Landlord therefor, (c) If a petition in bankruptcy shall be filed, (d) If a general assignment for the benefit of Tenant's creditors is made, (e) If there should be filed any action, suit or proceeding by or against Tenant seeking the appointment of a receiver of any property of Tenant in or upon the Leasehold Realty, (f) If the interest of the Tenant in the Leasehold Realty shall be sold under execution or other legal process.

24. **LANDLORD REMEDIES.** In the event Tenant is in default under the terms of this Lease, then Landlord, in addition to its other remedies provided in this Lease or permitted by law, shall have the following specific rights and remedies:

- a. Landlord shall have the immediate right of re-entry, the right to immediately terminate this Lease and/or the right to institute proceedings to recover possession of the Leasehold Realty by summary proceedings, as provided by Michigan statutes. In the event Landlord at any time exercises any of its foregoing rights, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, together with all costs of recovering the Leasehold Realty, together with all reasonable attorney fees incidental thereto.
- b. Should Landlord elect to re-enter the Leasehold Realty or take possession thereof pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease without waiving its right to damages, or from time to time, without terminating this Lease, relet the Leasehold Realty or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and Court costs and actual attorney fees suffered in recovering and reletting the Leasehold Realty; second, to the payment of any reasonable costs of such reletting, including the cost of any brokerage fees and reasonable alterations and repairs to the Leasehold Realty; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future rents as the same become due and payable hereunder.

If such rent is received from such reletting during any month is less than that to be paid during that month by Tenant hereunder, or if Landlord does not relet the Leasehold Realty, Tenant shall pay any such rental deficiency to Landlord. Such

deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leasehold Realty by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant, or unless termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter, elect to terminate this Lease for such previous breach.

- c. If Tenant shall be in default of this Agreement, any personal property or equipment or sign, interior or exterior, that Tenant leaves on the Leasehold Realty after vacating the same shall be deemed to have been abandoned, and may either be (i) retained by Landlord as the property of Landlord, (ii) removed from the Leasehold Realty and stored by Landlord at the expense of Tenant or (iii) or disposed of at public or private sale as Landlord sees fit. The proceeds from the sale of any property of Tenant sold at public or private sale or the then current market value of such property as may be retained by Landlord shall be applied by the Landlord against (1) the expenses of Landlord for removal, storage or sale of the personal property, (2) the arrears of rent or future rent payable under this Lease and (3) any other damages to which Landlord may be entitled under this Lease. The balance of such amounts, if any, shall be given to Tenant.
- d. All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies allowed by law, which Landlord is hereby afforded, including without limitation Landlord's right to equitable and/or injunctive relief.

- 25. **HOLDING OVER.** It is hereby agreed that in the event of the Tenant herein holding over after the expiration of the term of this Lease, thereafter the tenancy shall be from month to month, based upon the terms and conditions of this Lease, in the absence of a notice of termination or a written agreement to the contrary.
- 26. **RE-RENTING.** Tenant hereby agrees that for a period commencing 90 days prior to the expiration of the term hereof, Landlord may show the Leasehold Realty to prospective tenants and may display in and about the Leasehold Realty and in the windows thereof, the usual and ordinary "To Rent" signs.
- 27. **QUIET ENJOYMENT.** The Landlord covenants that the Tenant, on payment of all of its obligations hereunder and performance of all the covenants aforesaid, shall and may peacefully have, hold and enjoy the Leasehold Realty for the term hereof.
- 28. **BROKERS.** Tenant warrants that it has not retained any real estate brokers who are entitled to compensation with respect to the present Commercial Lease transaction, and agrees to indemnify and hold Landlord harmless in such regards.
- 29. **NON-WAIVER.** Waiver of any one breach of the covenants or conditions of this Lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any succeeding breaches of the same or any other covenant or condition hereof. Consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval

shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

30. **ESTOPPEL CERTIFICATE.** The Tenant agrees at any time and from time to time upon not less than thirty (30) days prior written request by the Landlord to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect, provided that the same is true (or if there have been modifications that the same are in full force and effect as modified, stating the modifications), and the dates to which the rent and other charges have been paid.
31. **NOTICES.** Whenever under this Agreement 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 its last known post office address or at the Leasehold Realty and deposited in the U.S. mail with postage pre-paid, 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 U.S. mail with postage pre-paid.
32. **ENTIRE AGREEMENT.** This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leasehold Realty, and Landlord and Tenant respectively acknowledge that there are no other covenants, promises, agreements, representations, inducements, conditions or understandings, either oral or written, between Landlord and Tenant other than as herein set forth. No alterations, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.
33. **CAPTIONS.** The captions of the Paragraphs of this Agreement are inserted and included solely for convenience and shall never be considered or given any significance as to construction or interpretation of any part of this Lease.
34. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by the law.
35. **TIME OF THE ESSENCE.** Time shall be of the essence in the performance of all obligations under this Lease.
36. **GENDER.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.
37. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, as well as their respective heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Lease to be effective as of the day and year first above written.

"TENANT"
Cantina Restaurant Group, LLC


By: Evan D. Chappuies
Its: Member

"LANDLORD"
Celebrate Me Home LLC

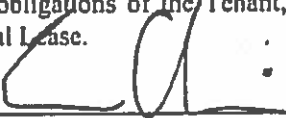

By: Luther Kurtz
Its: Member


By: Luther Kurtz
Its: Member

GUARANTY

The undersigned, Evan D. Chappuies, hereby personally guarantees to the Landlord, Celebrate Me Home LLC, the full and prompt performance of all obligations of the Tenant, Cantina Restaurant Group, LLC, upon and under the foregoing Commercial Lease.

Date: 12/13/16


Evan D. Chappuies

Date of this notice: 10-31-2016

Employer Identification Number:
81-4283631

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

CANTINA RESTAURANT GROUP LLC
EVAN D CHAPPUIS MDR
108 MICHIGAN AVE
CHARLEVOIX, MI 49720

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4283631. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2017
Form 940	01/31/2018
Form 1065	03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

Cantina Restaurant Group, LLC
101 Van Pelt Place
Charlevoix, MI 49720

December 15, 2016

City of Charlevoix
210 State Street
Charlevoix, MI 49720

RE: Liquor License

Dear Joyce,

We have researched acquiring a readily available escrowed liquor license within the City of Charlevoix. We found Roadhouse 757 has a liquor license available for purchase along with the real estate. We contacted the real estate listing agent and found the seller of Roadhouse 757 is unwilling to sell the liquor license separate from the real estate. Cantina is not able to purchase the Roadhouse 757 building due to the cost. Attached you will find a copy of the correspondence with the real estate agent verifying the liquor license cannot be sold separately from the real estate.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Chappuies', with a stylized flourish at the end.

Evan Chappuies

Joyce Golding

From: Bob Hoffman <bob@hoffmancpafirm.com>
Sent: Thursday, December 15, 2016 11:02 AM
To: Joyce Golding
Cc: Jamie McLane
Subject: Cantina Liquor License.
Attachments: Cantina Restaurant Group - Letter.docx

Joyce. Please see the attached letter from Evan and the following e-mail from Mark Snyder regarding the Roadhouse 757 License. Will a signed copy of the letter from Evan and Mark's email be sufficient?

We will get the signed copy over to you ASAP

Robert B. Hoffman
Certified Public Accountant

HOFFMAN CPA FIRM PLC
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

108 Michigan Ave.
Charlevoix, MI 49720
Telephone 1-231-547-2663 Fax 1-231-547-2183
Toll Free 1-800-548-9352

E-Mail bob@hoffmancpafirm.com

www.hoffmancpafirm.com

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From: Jamie McLane
Sent: Thursday, December 15, 2016 10:49 AM
To: Bob Hoffman
Subject: RE: Liquor License.

See attached for the letter.

Jamie McLane, CPA

HOFFMAN CPA FIRM PLC
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

108 Michigan Ave.
Charlevoix, MI 49720

Telephone (231) 547-2663
Fax (231) 547-2183
Toll Free (800) 548-9352
E-Mail jamie@hoffmancpafirm.com

www.hoffmancpafirm.com

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From: Bob Hoffman
Sent: Thursday, December 15, 2016 10:31 AM
To: Jamie McLane
Subject: FW: Liquor License.

Robert B. Hoffman, CPA

HOFFMAN CPA FIRM PLC
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

108 Michigan Ave., Charlevoix, MI 49720
Telephone 1-231-547-2663 Fax 1-231-547-2183
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From: Evan Chappules [<mailto:evanchappules@yahoo.com>]
Sent: Thursday, December 15, 2016 10:30 AM
To: Bob Hoffman
Subject: Fw: Liquor License.

Will this work?

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, December 14, 2016, 2:42 PM, Mark Snyder <mark-snyder@live.com> wrote:

Good Afternoon Evan,

In discussing the liquor license that Roadhouse 757 has with the owner, he is not interested in selling the license separately from the real estate and the business.

Thank you for your inquiry,

Mark

Mark Snyder
Associate Broker
Pat O'Brien & Associates Real Estate
Cell/Text [231-675-7711](tel:231-675-7711)
mark-snyder@live.com