

AGENDA

Committee on City Operations AGENDA FOR JULY 7, 2021 AT 3:30 PM



Access the meeting via: <https://us02web.zoom.us/j/83295036449> ; ID 832 9503 6449; Dial In (301) 715-8592 email
comments prior to the meeting at renee.richmond@lansingmi.gov

All Councilmembers will participate virtually & may be contacted prior to the meeting at
city.council@lansingmi.gov 483-4177

Council Member Dunbar, Chairperson
Council Member Spadafore, Vice Chairperson
Council Member Hussain, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. June 16, 2021 Draft
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Liquor License Approval; Lansing Shuffleboard LL LLC for a transfer of Class C and new SDM liquor license at 325 Riverfront Drive (PEND-2573)
6. **Other**
7. **Adjourn**

To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held virtually in accordance with the Open Meetings Act, as amended in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the email address listed above under the meeting link.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



MINUTES

Committee on City Operations Wednesday, June 16, 2021 @ 3:30 p.m.

Access the meeting via: <https://us02web.zoom.us/j/83295036449> ID: 832 9503 6449; Dial In: (312)626-6799

Email comments prior to the meeting to renee.richmond@lansingmi.gov

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CALL TO ORDER

Councilmember Spadafore called the meeting to order at 3:33 p.m. via zoom.

PRESENT – via audio/video

Councilmember Dunbar, arrived 3:36pm, remotely from Lansing, Michigan

Councilmember Spadafore, present in City Hall

Councilmember Hussain, remotely from Lansing, Michigan

OTHERS PRESENT via ZOOM

Renee Richmond, Council Administrative Asst.

Eric Brewer, Internal Auditor

Jim Smiertka, City Attorney

Scott Sanford, Code Enforcement

Greg Frens

Julie Mullin, Mid-Michigan Sports Turf/Cleats

Kelly Allen, Representing Mid-Michigan Sports Turf/Cleats

Daron MacKinder, 320 Haag owner

Nancy MacKinder, 320 Haag owner

Joe Sim, Ocean Crab

Joe Abood, OCA

Bruce Tyree, Great Lakes Fireworks

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE MINUTES FROM JUNE 2, 2021 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 2-0.

Public Comment on Agenda Items (3 minute limit)

No public comment

Councilmember Dunbar arrived at 3:36pm and asked Councilmember Spadafore to keep the gavel until she is able to get her computer up and running.

Discussion/Action:

RESOLUTION – Appointment; Gregory Frens as the 4th Ward member of the Board of Public for a term to expire June 30, 2024 (PEND-2564)

Councilmember Spadafore explained what the appointment was for and how long and asked Mr. Frens to share a little about himself and why he is seeking this appointment. Greg stated he has lived off and on in Lansing since 1980, he lived in the UP for about 14 years and came back to Lansing in 2008. He was on the Housing Commission for a while

until the building downtown was sold. I had some free time and wanted to get back to the City, he talked to Andy about this and thought it sounded like a good thing. Councilmember Hussain spoke to Mr. Frens and appreciates his willingness to serve and stated that this particular board was not one you had choose back in August 2019 to serve or be on and obviously the conversation with the Mayor's office is that there was an opening on this Board and everything on your application points to the diversity council and safety and asked Mr. Frens if he sees himself as being a part of and being able to serve and help. Greg confirmed and stated that based on his experience with MDOT and working on the contracts for the State of Michigan he feels comfortable with this Board. Councilmember Dunbar stated she had the same concerns as Councilmember Hussain as it wasn't his first choice but if he is comfortable with this Board she supports.

MOTION BY COUNCILMEMBER HUSSAIN TO APPROVE RESOLUTION – APPOINTMENT; GREGORY FRENS AS THE 4TH WARD MEMBER OF THE BOARD OF PUBLIC FOR A TERM TO EXPIRE JUNE 30, 2024 (PEND-2564). ROLL CALL VOTE, MOTION CARRIED 3-0.

Councilmember Dunbar asked Councilmember Spadafore to continue running the meeting as she was having computer issues.

RESOLUTION – Fireworks Display License; Great Lakes Fireworks for the City of Lansing's Independence Day Celebration (PEND-2554)

Councilmember Spadafore asked if there was anyone from the City for this item and Bruce Tyree from Great Lakes Fireworks was brought in to speak. Mr. Tyree stated that everything is pretty straight forward as it has been planned out the last couple years. Councilmember Spadafore asked for clarification and that the Parade is on July 3rd but the fireworks are on July 4th and Mr. Tyree confirmed that was correct.

MOTION BY COUNCILMEMBER HUSSAIN TO APPROVE RESOLUTION – FIREWORKS DISPLAY LICENSE; GREAT LAKES FIREWORKS FOR THE CITY OF LANSING'S INDEPENDENCE DAY CELEBRATION (PEND-2554). ROLL CALL VOTE, MOTION CARRIED 3-0.

RESOLUTION – Claim Appeal #1839; Daron & Nancy MacKinder for \$490 in Trash violation fees at 320 Haag Ct. (PEND-2568)

Mr. Sanford noted the property was cited for a trash violation on 10/27/2020 with a compliance due date of 11/3/2020 and a reinspection on 11/4/2020. On 11/25/2020 the contractor arrived almost 30 days after the initial notification and the same violation that appear in the pictures was still present and then removed. It's noted the owner of the property purchased the home in July 2019 so it is not a recent purchase and the owner stated in the claim that this was trash left by the old owner. Mr. Sanford continued that if that is the case they would need to file a claim with their title company and not the City of Lansing, proper procedures were following by the City and the Contractor and denial of the claim is recommended. Councilmember Hussain asked if we could hear from Mr. Brewer as this went before CRC. Mr. Brewer explained this was reviewed on 5/6/2021 and the original amount was \$524 through the review process it was reduced to the minimum of \$490 based on review of the packet.

Daron – I agree with everything said so far and I would offer again the same thing that was offered from initial hearing. It was verified by one of the members of the board that was on the initial hearing and it was stated on record she lived two house down from us at one point and that the mail service is horrible at which I explained at the first hearing. Mr. MacKinder continued that more often than not the mail carrier is a substitute and we simply didn't get the letters from the City. They own a cleaning company and when they bought the home there was trash behind the house from the former owner or renters and if we would've received notification we would've removed them and we had access to a dumpster and it was something we just hadn't gotten around to doing. They were discreetly tucked behind the house so someone had to walk on our property or behind it to see it. The issues I have is (he showed a certified mail receipt) this is a certified letter notice and this is how I know I'm having this hearing, He stated he is not understanding why the City didn't see to send him one and if not getting a response then maybe do a welfare check because I obviously didn't get that. He then held the certified receipt up again and said this guaranteed he received the letter and it now results in a \$490 bill that could result in a tax lien on his property. Mr. MacKinder went on to say that the City is saying they sent two stamped letters and they think the owners received them but the City can't prove it so some trash guys were sent out. He then said he stated in the original hearing as well, to speak on the integrity of the contractors that they sent out. He had two bags of empty bottles sitting on the porch about \$70 total and the guys were getting ready to leave and they said they worked for the City and when I looked at the paper it was not with the City. Mr. MacKinder stated his wife was the one who put the bags of bottles on the porch and she was not present at the time and he was already irritated and told the guy yeah take it and not realizing it was going to add to the bill, he figured one bill. He said he didn't want to waste the time of the Committee and again mentioned the certified letter and every legal proceeding he has been involved with a person has had to been served to know they received it and a stamped letter doesn't equal that in his opinion.

Councilmember Dunbar if law could explain the legality of this. Mr. Smiertka stated the question isn't if the owner got the notice it is in the Ordinance that if the notice is sent it is the presumption that it was received and whether the owner has a different idea on how the notice should be given, if it's not in the Ordinance it's not there. Mr. Smiertka then asked Mr. Sanford if the record shows that notice was given. Mr. Sanford indicated under the Housing Code Section 107.3 under Method of Service, such notice shall be deemed properly served if a copy is delivered personally, sent by certified mail or by first class mail to the last known address. Mr. Smiertka then confirmed that first class mail was covered and then asked about posting and if that was required, Mr. Sanford stated only if the letter is returned to the City. Mr. Smiertka continued that it appears based on the testimony given that they had been served and the question is whether the Committee believes that to be correct given the explanation by the owner. Councilmember Dunbar stated the normal argument is that the notice was late not that it never arrived and asked Mr. MacKinder if he was saying the mail carrier never delivered it. Mr. MacKinder gave a few examples that when Amazon sends a picture of a delivery it was at their neighbor's house, when they got married his wife still has not received her new Social Security Card and reiterated they did not receive a letter from the City. He continued that they are not the type of people to have received two letters from the City and ignored it, also that he wanted to make a point that he wasn't a lawyer but a reference to the legal thing and there is a reason that certified mail is not first class and if he didn't receive a letter he doesn't know he didn't receive it but if I don't get a certified letter then that person sending the certified letter knows because they don't get the receipt. He added that maybe the City should consider certified mail. He has testimony from the Post Office and their block is only eight houses and we don't know where the overflow goes. Mrs. MacKinder confirmed that they were married three years ago and she still has not received her Social Security Card and Mr. MacKinder again stated this is a big bill for moving four bags of trash.

Councilmember Hussain requested Mr. Sanford to address why the City chooses first class as opposed to certified mail. Mr. Sanford stated the Ordinance does not state they have to send certified mail and last year they sent 29,875 letters that cost \$239,000 in postage and as it is now just in first class postage it is about \$2,400-\$2,900 per month. He also noted in the packet there are two photos dated 10/27/2020 that show the trash bags by a black Toyota with a license plate 9MLE5E clearly visible and in the contractors photos as well. Councilmember Dunbar agreed that with the budget there isn't a way the City could do Certified Mail and continued that she didn't believe that because of the overflow the mail carrier would say that because of the overflow it does go to other people that there is a consistent non-delivery of mail. Mr. MacKinder stated he just asked the mail carrier where the mail could have been possibly going because of like Amazon and he explained the overflow. He also agreed in regards to the certified mail but if the first letter isn't responded to then maybe a certified letter and regarding the picture I watched them take the bag from behind my house and move it. Councilmember Hussain explained to Mr. MacKinder that typically when the Committee honors a request like this it is because the policy wasn't followed or something was done wrong and in this case this is the lowest amount that is charged based on the Administrative Fee. Councilmember Hussain continued that the policy was followed and based on the picture and he's been hearing the appeals for three years now and the mail is the biggest complaint however the mailbox rules were address, we don't set precedence and I say that a lot, I just don't see us stepping outside the box and I agree with the CRC in taking away that extra yard and with that I move with the denial in the partial amount of \$490. Councilmember Dunbar and Councilmember Spadafore concurred.

Mr. MacKinder concluded that in the future maybe email is something the City could look at that it would've been easier and quicker and would like to still point out that legal did say certified or first class so he would still like to argue that a final notice before sending out the trash guys is a certified letter. He continued that the home owner would be responsible for paying for that certified letter so the point that the City would be paying for that is moot. Councilmember Spadafore stated it was a good point for the future and something we can maybe talk to the City Attorney to look at and Councilmember Dunbar agreed.

MOTION BY COUNCILMEMBER HUSSAIN TO APPROVE RESOLUTION – CLAIM APPEAL #1839; DARON & NANCY MACKINDER FOR \$490 IN TRASH VIOLATION FEES AT 320 HAAG CT. (PEND-2568). ROLL CALL VOTE, MOTION CARRIED 3-0.

RESOLUTION – Liquor License; Acapulco Grill for a transfer of shares of ownership at 300 North Clippert (PEND-2561) Councilmember Spadafore noted this was for transfer of ownership. Ms. Richmond stated there was an attendee name as Meeting Organizer and wasn't sure if it was for this item and asked them to state their name. They were not for this item. Councilmember Spadafore asked if anyone from Acapulco or the City was here and none were. Councilmember Dunbar asked if there was any time sensitivity for this and Ms. Richmond responded she was unsure. Councilmember Spadafore suggested they table this item.

At 4:08pm after discussion Item F, Councilmember Spadafore asked to revisit Item E since Ms. Boak explained the process and asked to move the Ocean Crab request. Ms. Boak shared her screen for the Committee to show the application was a little different as it was just asking to transfer ownership.

MOTION BY COUNCILMEMBER SPADAFORE TO APPROVE RESOLUTION – LIQUOR LICENSE; ACAPULCO GRILL FOR A TRANSFER OF SHARES OF OWNERSHIP AT 300 NORTH CLIPPERT (PEND-2561). ROLL CALL VOTE, MOTION CARRIED 3-0.

RESOLUTION – Liquor License; Ocean Crab Inc. for SDM & Class C License, Sunday sales (AM), Sunday sales (PM), dance entertainment, and outdoor service permits at 727 E. Miller Rd. (PEND-2563)

Joe Sim introduced himself as a partner of Ocean Crab and Bi Hao Liu who is the President of the company. He stated they were there for a liquor license and new to the process and attended to answer any questions. Councilmember Spadafore asked if there is someone normally from the City that attends or is it thrown up at the Committee. Ms. Boak explained that the application goes to the Clerk's Office and as you see this sheet (shown on the screen) it goes to each department to check and whether a site visit is needed or not and then they approve, the Clerk's office is invited but not to act other than speaking to the process. Councilmember Spadafore ask then once it gets to Committee it's been to the proper channels. Ms. Boak confirmed and then it goes to Council and if approved the applicant gets a certified copy and they send to Liquor Commission.

MOTION BY COUNCILMEMBER HUSSAIN TO APPROVE RESOLUTION – LIQUOR LICENSE; OCEAN CRAB INC. FOR SDM & CLASS C LICENSE, SUNDAY SALES (AM), SUNDAY SALES (PM), DANCE ENTERTAINMENT, AND OUTDOOR SERVICE PERMITS AT 727 E. MILLER RD. (PEND-2563). ROLL CALL VOTE, MOTION CARRIED 3-0.

RESOLUTION – Liquor License; Mid-Michigan Sports Turf, LLC for a transfer to a Class C license from a Tavern license (PEND-2562)

Both Kelly Allen, attorney representing Julie Mullin and Ms. Mullin joined the meeting. Ms. Allen stated Ms. Mullin is the president and owner of Mid-Michigan Sport Turf, LLC which operates in Hope Sports Complex. The y were previously approved by the City for a Tavern license and are now seeking a Class C license so they may serve beer, wine and spirits. The primary request is Ms. Mullin would like to have events such as weddings or corporate events as they already have a full service restaurant. Councilmember Spadafore asked if this is City property and Ms. Mullin stated the City owns it and she is on a long term lease. Councilmember asked if there were any additional questions or concerns and there were none.

MOTION BY COUNCILMEMBER SPADAFORE TO APPROVE RESOLUTION – LIQUOR LICENSE; MID-MICHIGAN SPORTS TURF, LLC FOR A TRANSFER TO A CLASS C LICENSE FROM A TAVERN LICENSE (PEND-2562). ROLL CALL VOTE, MOTION CARRIED 3-0.

Other:

Councilmember Spadafore asked about the next scheduled City Operations meeting on July 7th and if it was going to be cancelled because someone was asking about it because of something on the Council agenda being referred (which was Lansing Shuffleboard Liquor License request and Councilmember Dunbar stated no it was not going to be cancelled. Mr. Smiertka left the meeting and Joe Abood joined and thanked the Committee for asking the question on whether the property for Mid-Michigan Sports Turf was owned by the City. He continued that since it is not a dedicated park land there isn't a concern with law if it was that would open up some other issues that could be worked around but not need.

Pending - None

Adjourned

Adjourned at 4:20 p.m.

Submitted by Renee Richmond,

Administrative Assistant, Lansing City Council

Approved by the Committee on _____

Submit

by Jackson, Brian 6/11/2021 4:56:50 PM (Message Start Event)

Submit

by Jackson, Brian 6/14/2021 8:53:04 AM (License Desk Approval)

■ Application was submitted hard copy, and I submitted the online form for quicker processing. Any questions, please let me know. Brian x4135

- The task was assigned to Jackson, Brian 6/11/2021 4:56 PM

Submit

by Berry, Janelle 6/17/2021 10:00:52 AM (Police Approval)

- Jackson, Brian reassigned the task to Berry, Janelle 6/17/2021 9:27 AM
- The task was assigned to Jackson, Brian 6/14/2021 8:53 AM

Submit

by Barrera, Mauricio 6/17/2021 10:46:58 AM (Fire Marshal Approval)

- Jackson, Brian reassigned the task to Barrera, Mauricio 6/17/2021 9:28 AM
- The task was assigned to Jackson, Brian 6/14/2021 8:53 AM

Submit

by Stachowiak, Susan 6/17/2021 11:53:27 AM (Zoning Approval)

- Jackson, Brian reassigned the task to Stachowiak, Susan 6/17/2021 9:28 AM
- The task was assigned to Jackson, Brian 6/14/2021 8:53 AM

Submit

by Sanford, Sarah 6/17/2021 12:06:52 PM (Treasury Approval)

■ no history

- Sanford, Sarah assigned the task to Sanford, Sarah 6/17/2021 12:06 PM
- Jackson, Brian reassigned the task to Treasury 6/17/2021 9:29 AM
- The task was assigned to Jackson, Brian 6/14/2021 8:53 AM

Submit

by Kirkland, Desiree A. 6/29/2021 2:10:11 PM (Treasurer Approval)

- Jackson, Brian reassigned the task to Kirkland, Desiree A. 6/29/2021 2:07 PM
- Jackson, Brian reassigned the task to Treasurer 6/29/2021 12:07 PM
- Jackson, Brian reassigned the task to Kirkland, Desiree A. 6/25/2021 9:22 AM
- Treasury has already approved it.
- Jackson, Brian reassigned the task to Treasurer 6/25/2021 9:20 AM
- The task was assigned to Jackson, Brian 6/17/2021 12:06 PM

Submit

by Swan, Steve 6/17/2021 11:42:22 AM (Bld Safety Approval)

- Raeder, Tina reassigned the task to Swan, Steve 6/17/2021 10:11 AM
- Raeder, Tina assigned the task to Raeder, Tina 6/17/2021 10:10 AM
- Jackson, Brian reassigned the task to Building Safety 6/17/2021 9:29 AM
- The task was assigned to Jackson, Brian 6/14/2021 8:53 AM

Submit

by Swope, Chris 6/29/2021 2:16:38 PM (Clerk Approval)

- The task was assigned to Swope, Chris 6/29/2021 2:10 PM



On-Premises Alcohol Sales Application

Instructions

Instructions

- It is highly recommended to have all the documents ready for uploading prior to submission.
- All attachments must be in a PDF format.
- PDF files should be compressed to the smallest size possible
- If you need more time to get additional documents together, please save your application as a draft and come back to it when you are ready.
- Applications left open for more than 24 hours will need to be started over.
- If you have submitted the wrong document prior to submission of the application, or wish to update a document after submission of the application, please notify the Clerk's Office in writing at city.clerk@lansingmi.gov.
- It is the responsibility of the submitter to ensure they receive an email confirming the receipt of their application. If they do NOT receive an email with a confirmation number within 24 hours of submitting the application, it is the submitter's responsibility to notify the Clerk's Office in writing at city.clerk@lansingmi.gov.

Payments

- Payment fee must be RECEIVED by the Clerk's Office before the application will be reviewed. Failure to remit payment in a timely manner may result in denial of your application.
- Cash, Credit Card, Debit Card, Check, Electronic Check (ACH) & Money Order are accepted.
- Electronic Checks (ACH), Credit and Debit cards are accepted through the City's Point and Pay site. There is a 3% convenience fee for credit and debit card transactions.

Application Information

Non-Refundable License Fees

1. Application Fee: \$1450 for New Location, \$400 for Transfer of Ownership

Materials Required

1. Notary Statement
2. Attachment of Michigan Liquor Control Commission Application
3. Treasury Form(s)
4. Floor Plans, if not already on file

(City Codified Ordinances - Chapter 830)

Applicant Information

Applicant Name * Lansing Shuffleboard LL LLC

Address *

Street Address	
325 Riverfront Drive	
Address Line 2	
City	State / Province / Region
Lansing	MI
Postal / Zip Code	Country
48912	United States

Phone * 3132096645
xxx-xxx-xxxx

Email * khardy@detroitrisingdevelopme
nt.com
name@domain

Business Information

I am applying for: * ☒ New Location ☐ Transfer of Ownership

License(s) for which Transfer of Class C and new SDM Liquor License

I am seeking Local

Government

Approval *

Business Name * Lansing Shuffleboard LL LLC

Does Business As

Address *

Street Address	
325 Riverfront Drive	
Address Line 2	
City	State / Province / Region
Lansing	MI
Postal / Zip Code	Country
48912	United States

Phone * 3132096645
xxx-xxx-xxxx

Email khardy@detroitrisingdevelopment.com
name@domain

Business Owner Information

Type of Ownership * ☒ Single Owner ☐ Multiple Owners

Owner Name * Jonathan Hartzell

Address *
Street Address
31196 Churchhill Drive
Address Line 2
City
Beverly Hills
Postal / Zip Code
48025

State / Province / Region
MI
Country
United States

Phone * 3132096645
xxx-xxx-xxxx

Email * [REDACTED]
name@domain

Owner [REDACTED]
Date of Birth *

Owner Royal Oak
Place of Birth *

Character of Business * What Character of business do you intend to operate?
food hall and event space

Length of Time * What is the length of time your business has been of that charater, or in the case of a corporation, the date when its charter was issued?
4/14/2020

Similar Licenses * Have you made applications for a similar or other license on premises other than those described in this application?
☒ Yes ☐ No

Disposition * What is the disposition of any such earlier application?
3 approved applications in the City of Detroit in the last 5 years (see written app

Are Building Plans on File? * ☒ Yes ☐ No

I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reson of any item contrained in this chapter of the laws of the State.

☒ I Agree

I (we) will not violate any State of Federal laws or any ordinance of the City in the conduct of this business.

☒ I Agree

I (we) or my (our) agent(s) do not owe any personal property taxes.

☒ I Agree

The copy of the Mchigan Liquor Control Commision application submritted with this application is a true copy of what I (we) intend to submit to the Mchigan Liquor Control Commission.

☒ I Agree

Fees Due \$ 1,450.00

Methods for payment are on the first page of this document, under "Payments." Processing this application will not proceed until payment is received.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if this license is granted.

Signature

See attached paper application - BPS

Date Submitted

6/11/2021

Attachments

Treasury Form for all Stakeholders	Shuffle Board App and Treasury Form.pdf	2.52MB
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Copy of Michigan Liquor Control Commission Application	Lansing Shuffleboard - MLCC Application (3.8.21).pdf	3.86MB
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Your application is required to be notarized per the Ordinance. Please click the link below and print, complete, sign and have notarized, and attach the completed form to the application using the button below. [Download Notarization Document](#)

Notarization Document *	Shuffle Board App and Treasury Form.pdf	2.52MB
	2nd amendment to Lease.pdf	225.65KB

City Council Document(s)

Approvals

Instructions to City Clerk: Note: this license cannot be issued without approval by City Council. You may attach Council documents in the Attachment page or copy them later to the repository. Following a review of details and approval by council, choose an approval decision on the Clerk Approval row, and click **Submit**.

License Desk Approval	☒ Approved	☐ Denied
Police Approval	☒ Approved	☐ Denied
Fire Marshal Approval	☒ Approved	☐ Denied
Zoning Approval	☒ Approved	☐ Denied
Building Safety Approval	☒ Approved	☐ Denied
Treasury Approval	☒ Approved	☐ Denied
Treasurer Approval	☒ Approved	☐ Denied
Clerk Approval*	☒ Approved	☐ Denied



City of Lansing, Michigan
On-Premises Alcohol Sales Application

Business Name: Lansing Shuffleboard LL, LLC dba: _____

Business Address: 325 Riverfront Drive

City: Lansing State: MI Zip: 48912

Main Contact Number: (313) 209-6645 Secondary Contact Number: (248) 854-8005

Email Address: khardy@detroitrisingdevelopment.com

License(s) for which you are seeking Local Government Approval Transfer of Class C and new SDM liquor license.

Provide the name, age and address of the applicant, in the case of an individual, or, in the case of a co-partnership, the names, addresses and ages of the persons entitled to share in the profits thereof, or, in the case of a corporation, the objects for which the corporation is organized, the names, addresses and ages of the officers and directors and, if a majority interest in the stock of such corporation is owned by one person or his or her nominee, the name, address and age of such person:

Name	Position	Address	Age
(applicant)			
Jonathan Hartzell	Sole Member	31196 Churchill Drive, Beverly Hills, MI	

If an Individual, provide Applicant's:

Date of Birth: 76

Place of Birth: Royal Oak

What character of business do you intend to operate? food hall and event space

What is the length of time your business has been of that character, or in the case of a corporation, the date when its charter was issued? 4/14/2020

When you are done with this form, please return it to:

Chris Swope, City Clerk
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
Phone: 517-483-4131 Fax: 517-377-0068
City.clerk@lansingmi.gov lansingmi.gov/clerk

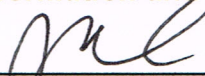
Have you made applications for a similar or other license on premises other than those described in this application? Yes ☒ No ☐

If yes, what is the disposition of any such earlier application? 3 approved applications in the City of Detroit in the last 5 years. ([1]DSY Corktown, [2]Metropolitan Variety Store and [3]Detroit Rising Development)

Are building plans on file? Yes ☒ No ☐ If not please submit them with this application showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. Such plans shall demonstrate adequate off-street parking, lighting and refuse disposal facilities and, where appropriate, adequate plans for screening and noise control, as provided in the Zoning, Building and Housing, and Fire Prevention Codes.

- ☒ I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reason of any item contained in this chapter or the laws of the State.
- ☒ I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.
- ☒ I (we) or my (our) agent(s) do not owe any personal property taxes.
- ☒ The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) intend to submit to the Michigan Liquor Control Commission.

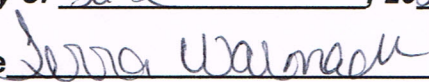
I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief.


Signature

5-2-21
Date

Subscribed and sworn to before me this

2nd day of June, 2021.

Signature 

Printed Name Terra Warmack

Notary Public, Oakland County, Michigan

My Commission Expires: 6-1-2024

Acting in the County of Oakland

TERRA WARMACK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires June 01, 2026
Acting in the County of Oakland



When you are done with this form, please return it to:

Chris Swope, City Clerk

Lansing City Clerk's Office

Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695

Phone: 517-483-4131

City.clerk@lansingmi.gov

Fax: 517-377-0068

lansingmi.gov/clerk



CITY OF LANSING
TREASURER'S OFFICE/INCOME TAX DIVISION
Room G-29, First Floor, City Hall
124 W Michigan Ave
Lansing, Michigan 48933
(517) 483-4121
FAX (517) 483-6084

ANDY SCHOR, MAYOR

LANSING TREASURY INFORMATION REQUEST

COMPLETE A SEPARATE FORM FOR EACH INDIVIDUAL SUBJECT TO VERIFICATION

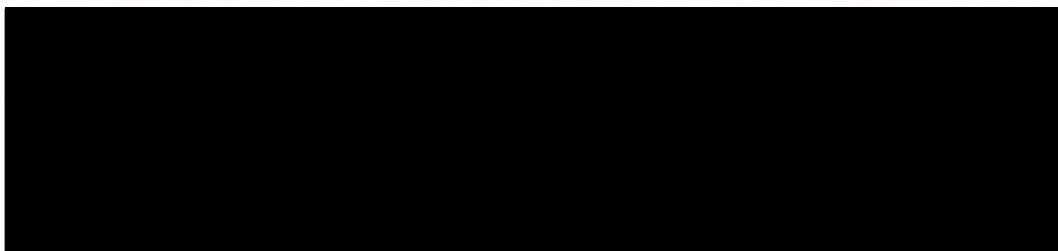
Date: 5/25/21

APPLICANT/EMPLOYEE INFORMATION

Name (RA): Jon Hartzell

Home Address: 31196 Churchill Dr.

Beverly Hills, MI 48025



EMPLOYER/BUSINESS INFORMATION

Corporate Name: Lansing Shuffleboard LL LLC

Doing Business As (DBA): _____

Address: 325 Riverfront Drive (previously 325 City Market Drive) Lansing, MI
(mailing: 1515 W. Lafayette Blvd. Ste 201, Detroit, MI 48216)

Business Phone Number: 313-209-6645

FEIN #: 85-0797195

Date business was established: 4-14-2020

Do you, or any of these businesses, owe the City of Lansing money for any reason? ☐ Yes ☒ No

If Yes, for what reason? _____

Name of any other Lansing area business in which your ownership participation exceeds 25%

not applicable


Signature

6-2-21
Date

Revised 5/9/2018



280 N. Old Woodward
Suite 12
Birmingham, MI 48009

☎ 248.385.3112

☎ 248.835.2068

☎ 888.450.1682

jphowe @ jphowe.com

www.jphowe.com

March 8, 2021

Ms. Sara Weber
Licensing Director
Michigan Liquor Control Commission
PO Box 30005
Lansing, MI 48909

Re: Application for Conditional Liquor License
Applicant: Lansing Shuffleboard LL, LLC
Address: 325 Riverfront Dr., Lansing, MI 48912

Dear Ms. Weber,

On behalf of Lansing Shuffleboard LL, LLC, we hereby request a Conditional Liquor License under MCL 436.1525 to be utilized by our client at the indoor portion of a facility that it plans to open at 325 Riverfront Dr. in Lansing. Simultaneous to filing this application, we are filing an application to transfer ownership and location of the Class C liquor license, Sunday PM Sales Permit, Dance Permit, and Additional Bar Permit held in Ingham County by Steven J. Ramey under BID No. 4959.

In connection with this application, we hereby enclose the following documents for your review:

1. Conditional License Application (Transfer of Ownership and Location);
2. Check in the amount of \$300 to cover the license fee;
3. Lease Agreement (see license transfer application); and
4. LC-95 Proof of Financial Responsibility Form.

Should you have any questions or concerns regarding this application, please do not hesitate to contact me.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe

Enclosures



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)

Conditional License Application (Ownership & Location Transfer)

*****MCL 436.1525(6)(b) prohibits conditional licenses for ownership & location transfers of Specially Designated Distributor licenses*****

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): Lansing Shuffleboard LL, LLC	
Address to be licensed: 325 Riverfront Dr.	
City: Lansing, MI	Zip Code: 48912
City/township/village where license will be issued: Lansing	County: Ingham
Email address (REQUIRED): jon@detroitrisingdevelopment.com	
An email address is required for us to send you a password setup email for the Online Ordering (OLO) system for ordering spirits online.	
The email generated for an online ordering password will contain an unique link that cannot be used by anyone other than the recipient of the email that will be sent to the email address you enter above. Please make sure that the email address you enter above is for someone that will be setting up and maintaining your online ordering account.	

Part 2 - Current Licensee/Seller & Existing Licensed Location 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.

Current licensee/seller name: Steven J. Ramey	
Current licensee/seller address: 2395 Washington Rd.	
City: Lansing, MI	Zip Code: 48911
City/township/village where license is issued: Delhi Twp.	County: Ingham

Part 3 - Fee & Required Documents

Leave Blank - MLCC Use Only
Fee Code 4012

- ☒ \$300.00 Conditional License Fee - Make Check Payable to **State of Michigan**
- ☒ Completed application for the transfer of a license - See Form LCC-100
- ☒ Valid Proof of Financial Responsibility (Liquor Liability Insurance) - See Form LC-95
- ☒ An acceptable, executed property document, such as a lease, land contract, or deed
- ☒ Signed Church or School Proximity Affidavit (see Part 6 on Page 2)
- ☐ If the current licensee has a Catering Permit, the applicant for a conditional license must submit a copy of its Food Service Establishment License or Retail Food Establishment License issued under the Food Law of 2000 to qualify for a conditional Catering Permit.

Part 4 - Signature of Applicant

I certify that:

- ☒ I certify that all information contained in my application for conditional and permanent license is true and accurate.
- ☒ I understand that a conditional license issued to me by the Commission is nontransferable and nonrenewable.
- ☒ I understand that it is my responsibility to maintain acceptable proof of financial responsibility for my conditional license.
- ☒ I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules.
- ☒ I understand that issuance of a conditional license does not guarantee approval of a permanent license.
- ☒ I understand my conditional license will be issued only after receipt of the current license for escrow.
- ☒ 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.

- ☒ I certify that I understand that a conditional license approved by the Commission will not be issued unless the current licensee/seller's license is placed into escrow under one of the options selected by the current licensee/seller in Part 5 on Page 2 of this application.

Jonathan Hartzell, Authorized Agent

Print Name of Applicant & Title

Jonathan Hartzell
Signature of Applicant

3/4/2021

Date

Part 5 - Current Licensee/Seller's Acknowledgement of Conditional License Request

Please select one of the following options regarding the escrow status of your (the seller's) license, initial next to your selection, and sign below:

☐	My license has been placed into escrow. I understand and acknowledge that a conditional license will be issued to the applicant listed on this application upon approval of the Commission without further notification to me prior to issuance of the conditional license.	_____ Current Licensee/Seller's Initials
☒	My license is not in escrow. I consent to the Commission placing my license into escrow administratively pursuant to MCL 436.1525(11) at the time that a conditional license will be issued to the applicant listed on this application upon approval of the Commission. I understand and acknowledge that a conditional license will be issued to the applicant listed on this application upon approval of the Commission without further notification to me prior to issuance of the conditional license.	 _____ Current Licensee/Seller's Initials
☐	My license is not in escrow. I shall submit my license and permit documents to be placed into escrow upon approval of a conditional license for the applicant listed on this application. I understand and acknowledge that a conditional license will not be issued to the applicant listed on this application upon approval of the Commission unless my license has been placed into escrow.	_____ Current Licensee/Seller's Initials

Steven J. Ramey

Print Name of Current Licensee/Seller & Title

Signature of Current Licensee/Seller

3.3.21

Date

Part 6 - Church or School Proximity Affidavit

Pursuant to MCL 436.1525(6), an applicant seeking a conditional license in conjunction with the transfer of ownership and location of an existing retailer license must complete the attached Church or School Proximity Affidavit attesting that the proposed location for the license is not within 500 feet of a church or school. Pursuant to MCL 436.1525(7), if the Commission determines that a conditional license has been issued in conjunction with a request to transfer ownership and location at a new location that is within 500 feet of a church or school, the Commission shall suspend the conditional license and notify the church or school of the proposed location under the administrative rules. The State of Michigan is not liable for the issuance of a conditional license based on a Church or School Proximity Affidavit that contains incorrect information about the proximity to a church or school. A proposed location within 500 feet of a church or school does not qualify for a conditional license in conjunction with the transfer of ownership and location pursuant to MCL 436.1525(6) even if the church or school does not object to the license being transferred to the proposed location.

Any permits or permissions that are location-specific, such as Living Quarters Permit, Off-Premises Storage permission, Direct Connections, or Outdoor Service area permission, cannot be transferred from the existing licensed location to the new location under a conditional license. Pursuant to MCL 436.1525(6), those permits or permission for which an applicant does not meet the requirements as part of a conditional license request will not be approved or issued with the conditional license. An applicant seeking those permits or permissions at a new location, may still request them under its application to transfer the license.

The distance between the church or school building and the contemplated location shall be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the church or school building nearest to the contemplated location and from the part of the contemplated location nearest to the church or school building. MCL 436.1107(7) defines "church" as "an entire house or structure set apart primarily for use for purposes of public worship, and which is tax exempt under the laws of this state, and in which religious services are held and with which a clergyman is associated, and the entire structure of which is kept for that use and not put to any other use inconsistent with that use". MCL 436.1111(8) defines "school" as including "buildings used for school purposes to provide instruction to children in grades kindergarten through 12, when that instruction is provided by a public, private, denominational, or parochial school, except those buildings used primarily for adult education or college extension courses. School does not include a proprietary trade or occupational school." Please see the measurement examples on the sample diagram on Page 3. The measurements between the proposed licensed premises and a church or school must follow the most direct route between the buildings using the method above regardless of the flow of traffic or traffic pattern.

I attest to the following:

- Pursuant to the requirements of MCL 436.1525(6) and based on the method of measurement required under MCL 436.1503, the proposed location indicated in Part 1 of this application form is not within 500 feet of a church or school.
- I understand that a conditional license issued in conjunction with a request to transfer ownership and location of a license shall be suspended if the Michigan Liquor Control Commission determines that the location is within 500 feet of a church or school under MCL 436.1525(7).
- I certify that my attestation regarding the proximity of the proposed licensed premises for the conditional license is true and accurate to the best of my knowledge and belief. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Jonathan Hartzell Manager

Print Name of Applicant & Title



Signature of Applicant

3/4/2021

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

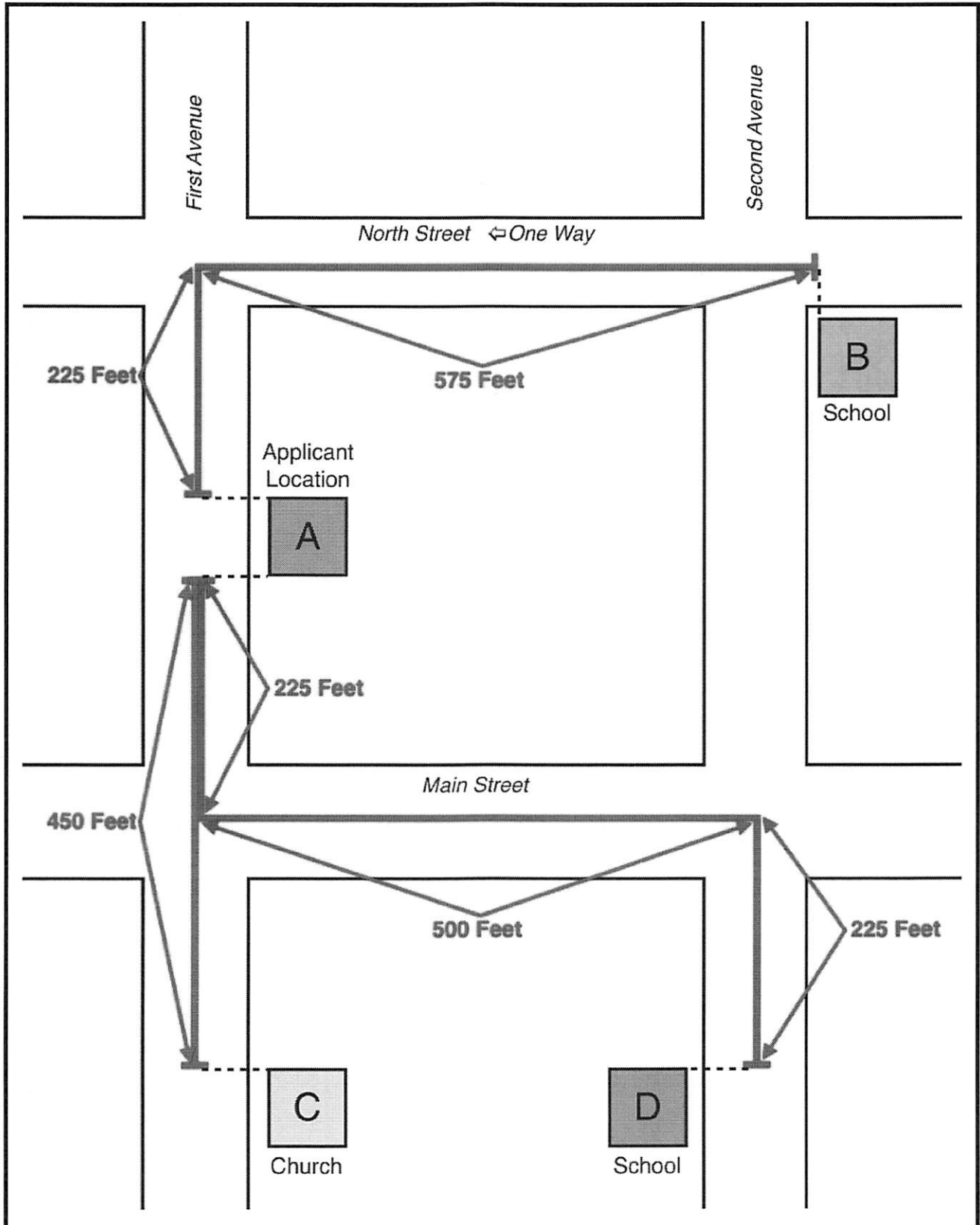
Fax to: 517-284-8557

Sample Diagram Based on Method of Measurement for Churches and Schools Required Under MCL 436.1503

Location A (applicant) to Location B (school) is 800 feet ($225' + 575'$).

Location A (applicant) to Location C (church) is 450 feet.

Location A (applicant) to Location D (school) is 950 feet ($225' + 500' + 225'$).





Michigan Department of Licensing and Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005, Lansing, MI 48909-7505

Proof of Financial Responsibility

(Authorized by MCL 436.1803)

An applicant for retail license or a retail licensee renewing a license, shall file with the Commission and maintain Proof of Financial Responsibility under MCL 436.1803(1) of at least \$50,000. The Proof of Financial Responsibility may be in the form of cash, unencumbered securities, a policy or policies of liquor liability insurance, a constant value bond executed by a surety company authorized to do business in this state, or membership in a group self-insurance pool authorized by law that provides security for liquor liability. **Failure to provide and maintain Proof of Financial Responsibility may result in revocation, suspension or non-issuance of a retail license.**

1. LICENSEE MAILING ADDRESS

LANSING SHUFFLEBOARD LL, LLC
1515 W. LAFAYETTE BLVD
SUITE 201
DETROIT, MI 48216

2. LICENSE NUMBER(S), LICENSEE NAME, BUSINESS ADDRESS AND BUSINESS ID

LICENSE NUMBER: CONDITIONAL
LANSING SHUFFLEBOARD LL, LLC

325 RIVERFRONT DRIVE
LANSING, MI 48912

3. ☒ **LIQUOR LIABILITY INSURANCE.** The undersigned agent certifies that Liquor Liability insurance is issued in the amount of at least \$50,000.

Insurance Policy Number: CILL024935	Effective Date: 4/1/2021 TO 4/1/2022
Insurance Company Name and Address: Conifer Insurance Company - 550 W. Merrill Street, Suite 200 Birmingham, MI 48009	

4. ☐ **CONSTANT VALUE BOND*** The undersigned certifies that a Constant Value Bond is issued in the amount of at least \$50,000.
• Required Attachments: (1) CONSTANT VALUE BOND document w/original signatures, and (2) POWER OF ATTORNEY.

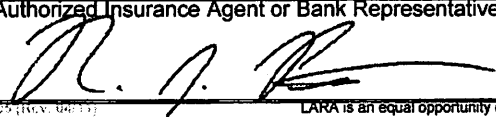
Bond Number:	Effective Date:
Bonding Company Name and Address:	

5. ☐ **CERTIFICATE OF DEPOSIT*** in the amount of at least \$50,000 pledged to the State of Michigan as first claimant.
• Required Attachments: (1) PLEDGE AGREEMENT with original signatures, (2) a copy of the CERTIFICATE OF DEPOSIT, and (3) the SAFEKEEPING RECEIPT with original signatures.

Certificate of Deposit Number:	Effective Date:
Financial Institution Name and Address:	

6. ☐ **\$50,000 CASH** for deposit with the State of Michigan.
7. ☐ **\$50,000 OF STOCKS OR BONDS*** on deposit with the State of Michigan.
• Required Attachments: (1) LISTING of the STOCKS AND BONDS showing the CURRENT VALUE, and (2) PLEDGE AGREEMENT with original signatures.
8. ☐ **COMBINATION OF CASH, STOCKS or BONDS*** worth \$50,000 or more on deposit with the State of Michigan.
• Required Attachments: (1) LISTING of the STOCKS AND/OR BONDS showing the CURRENT VALUE and AMOUNT OF CASH, and (2) the PLEDGE AGREEMENT with original signatures.
9. ☐ **IRREVOCABLE TRUST*** in the amount of at least \$50,000 listing the State of Michigan as first beneficiary and claimant.
• Required Attachments: (1) a copy of the TRUST.
10. ☐ **IRREVOCABLE LETTER OF CREDIT*** in the amount of \$50,000 pledged to the State of Michigan as first claimant.
• Required Attachments: (1) an Original LETTER OF CREDIT.

The undersigned certifies this Proof of Financial Responsibility complies with the provisions of Section 436.1801 through 1815.

11. Date: 3/11/2021	12. Telephone No. 248-559-0840
13. Authorized Insurance Agent or Bank Representative: (signature) 	14. Type or Print Name and Title of Authorized Insurance Agent or Bank Representative: Conifer Insurance Company Nicholas J. Petcoff, President

CC-99 (REV. 04/11)
AUTHORITY: PA 58 of 1993
COMPLETION: Mandatory
PENALTY: No license granted

LARA is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



280 N. Old Woodward
Suite 12
Birmingham, MI 48009
☎ 248.385.3112
☎ 248.835.2068
☎ 888.450.1682
jphowe@jphowe.com
www.jphowe.com

March 8, 2021

Ms. Sara Weber
Licensing Director
Michigan Liquor Control Commission
PO Box 30005
Lansing, MI 48909

**Re: Application to Transfer Ownership of Class C Liquor License,
Sunday PM Sales Permit, Additional Bar Permit, and Dance Permit;
Application for new SDM Liquor License, Sunday AM Sales Permit,
Entertainment Permit, and Outdoor Service Permit**
Applicant: Lansing Shuffleboard LL, LLC
Licensee: Steven J. Ramey (BID No. 4959)
Address: 325 Riverfront Dr., Lansing, MI 48912

Dear Ms. Weber,

On behalf of Lansing Shuffleboard LL, LLC, we hereby apply to transfer ownership and location of the Class C liquor license, Sunday PM Sales Permit, Additional Bar Permit, and Dance Permit held by Steven J. Ramey under BID No. 4959. We also request a new SDM liquor license, Sunday AM Sales Permit, and Entertainment Permit to be held at a new on-premise establishment that our client is opening at 325 Riverfront Dr. in Lansing. Your records will reflect that this facility was formerly licensed by an owner/operator that has no affiliation with this applicant.

In connection with this Application, we have enclosed the following documents for your review:

1. LC-100 on behalf of Lansing Shuffleboard LL, LLC;
2. LC-301 on behalf of Lansing Shuffleboard LL, LLC;
3. Articles of Organization for Lansing Shuffleboard LL, LLC;
4. Operating Agreement for Lansing Shuffleboard LL, LLC;
5. Liquor License Purchase Agreement;
6. Lease Agreement; and

7. Check payable to the State of Michigan to cover the inspection and license fees.

We trust that the enclosed documents will allow you to authorize this application for investigation by the MLCC Enforcement Division. Should you have any questions or concerns regarding this application, please do not hesitate to contact me.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe

Enclosures



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)

Retailer 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): Lansing Shuffleboard LL, LLC	
Address to be licensed: 325 Riverfront Dr.	
City: Lansing, MI	Zip Code: 48912
City/township/village where license will be issued: Lansing	County: Ingham
Federal Employer Identification Number (FEIN):	

- | | |
|--|---|
| 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 transferring the classification of an existing on premises license? | ☐ Yes ☒ No |
| 5. Are you modifying the size of the licensed premises? | ☐ Yes ☒ No |
| If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises | |
| 6. Are you transferring the location of an existing license? | ☒ Yes ☐ No |
| 7. Is this license being transferred as the result of a default or court action? | ☐ Yes ☒ No |
| 8. 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): Steven J. Ramey	
Current licensed address: 2395 Washington Rd.	
City: Lansing, MI	Zip Code: 48911
City/township/village where license is issued: Lansing	County: Ingham

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:	License & Permit Fees:	TOTAL FEES:
------------------	------------------------	-------------

Schedule A - Licenses, Permits, & Permissions

Applicant name: _____

Off Premises License Type:

New Transfer

- ☒ ☐ SDM License **Base Fee:** \$100.00
- ☐ ☐ SDD License **Base Fee:** \$150.00
- ☐ ☐ Resort SDD License Upon Licensure/\$150.00

Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less

Off Premises Permits:

Base Fee:

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

On/Off Premises Permission Type:

Base Fee:

- ☐ Off-Premises Storage **Base Fee:** No charge
- ☐ Direct Connection(s) **Base Fee:** No charge
- ☐ Motor Vehicle Fuel Pumps **Base Fee:** 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: _____ x \$70.00 Inspection Fee

Total Inspection Fee(s): _____

Total License Fee(s): _____

Total Permit Fee(s): _____

TOTAL FEES DUE: _____

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:

New Transfer

- ☐ ☐ B-Hotel License **Base Fee:** \$600.00

Number of guest rooms: _____

- ☐ ☐ A-Hotel License **Base Fee:** \$250.00

Number of guest rooms: _____

- ☐ ☒ Class C License **Base Fee:** \$600.00

- ☐ ☐ Tavern License **Base Fee:** \$250.00

- ☐ ☐ Resort License **Base Fee:** Upon Licensure

- ☐ ☐ DDA/Redevelopment License **Base Fee:** Upon Licensure

- ☐ ☐ Brewpub License **Base Fee:** \$100.00

- ☐ ☐ G-1 License **Base Fee:** \$1,000.00

- ☐ ☐ G-2 License **Base Fee:** \$500.00

- ☐ ☐ Aircraft License **Base Fee:** \$600.00

- ☐ ☐ Watercraft License **Base Fee:** \$100.00

- ☐ ☐ Train License **Base Fee:** \$100.00

- ☐ ☐ Continuing Care Retirement Center License **Base Fee:** \$600.00

☐ MCL 436.1545(1)(b)(i) ☐ MCL 436.1545(1)(b)(ii)

B-Hotel or Class C Licenses Only:

- ☐ ☒ Additional Bar(s)

Number of Additional Bars: 1

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 initially issued with the license.

On Premises Permits:

Base Fee:

- ☒ Sunday Sales Permit (AM)* **Base Fee:** \$160.00

- ☒ Sunday Sales Permit (PM)**

- ☐ Catering Permit **Base Fee:** \$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 **Base Fee:** No charge

- ☒ Dance Permit **Base Fee:** No charge

- ☒ Entertainment Permit **Base Fee:** No charge

- ☐ Extended Hours Permit: **Base Fee:** No charge

☐ Dance ☐ Entertainment Days/Hours: _____

- ☐ Specific Purpose Permit: **Base Fee:** No charge

Activity requested: _____

Days/Hours requested: _____

- ☐ Living Quarters Permit **Base Fee:** No charge

- ☐ Topless Activity Permit **Base Fee:** No charge

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

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.

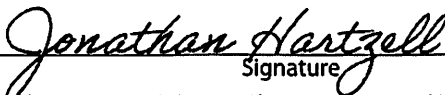
Name: Jonathan Hartzell		
Home address: 31196 Churchill Dr		
City: Beverly Hills	State: Mi	Zip Code: 48025
Business Phone:	Cell Phone:	Email: jon@detroitrisingdevelopment.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other 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. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☒ Yes ☐ No		
242444		
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) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: 1976	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America?			
Have you ever legally changed your name?			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Elizabeth A Hartzell			
Spouse's date of birth:			
Do you or your spouse hold any position, either by appointment or election, in any office, department, commission, board, council, authority, or other entity of the 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
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).

Jonathan Hartzell		3/4/2021
Print Name	Signature	Date

Schedule B - New Specially Designated Merchant (SDM) License Supplemental Application - New SDM License Applications ONLY

Applicant name:

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- ☐ a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000, MCL 289.1101 to MCL 289.8111.
- ☐ b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.
- ☒ c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- ☒ a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707.
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ d. Applicant's establishment qualifies as a marina under MCL 436.1539.
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- ☐ e. Applicant does not qualify under any of the quota exemptions or waiver listed above.
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- ☐ Copy of retail food establishment license or extended retail food establishment license for a SDM license. The name on the food establishment license must match the applicant name in Part 1 of this application form. *A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or an on-premises license.*
- ☐ If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- ☐ If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.

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: J. Patrick Howe	Relationship: Attorney	
Mailing address: 280 N. Old Woodward Ave., Suite 12, Birmingham, MI 48009		
Phone: 248-385-3112	Fax number: 888-450-1682	Email: jphowe@jphowe.com

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

Attorney name: J. Patrick Howe		Member Number: P-68634
Attorney address: 280 N. Old Woodward Ave., Suite 12, Birmingham, MI 48009		
Phone: 248-385-3112	Fax number: 888-450-1682	Email: jphowe@jphowe.com
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.

J. Patrick Howe, Authorized Agent

Print Name of Applicant & Title

Signature of Applicant

3/8/21
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 deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-284-8557



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): Lansing Shuffleboard LL, LLC

Address: 325 Riverfront Dr.

City: Lansing, MI

Zip Code: 48912

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:
Jonathan Hartzell	100%	1/14/21
31196Churchill Dr., Beverly Hills, MI 48025		
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
The Company is managed by the Member		



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: Jonathan Hartzell, Member

Name & Title: J. Patrick Howe, Authorized Agent

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.

J. Patrick Howe, Authorized Agent

3/8/21

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

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

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by **DOMESTIC LIMITED LIABILITY COMPANY**

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

Article I

The name of the limited liability company is:

LANSING SHUFFLEBOARD LL LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JONATHAN HARTZELL
2. Street Address: 553 E. JEFFERSON AVENUE
Apt/Suite/Other:
City: DETROIT
State: MI Zip Code: 48226

3. Registered Office Mailing Address:

P.O. Box or Street
Address:
Apt/Suite/Other:
City:
State: Zip Code:

Article V

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

THIS LIMITED LIABILITY COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 14th Day of April, 2020 by the organizer(s):

Signature	Title	Title if "Other" was selected
Gary A. Kravitz	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

LANSING SHUFFLEBOARD LL LLC

ID Number: 802437154

received by electronic transmission on April 14, 2020 ***, is hereby endorsed.***

Filed on April 14, 2020 ***, by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of April, 2020.

Linda Clegg

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

**OPERATING AGREEMENT FOR
LANSING SHUFFLEBOARD LL LLC**

A Michigan Limited Liability Company

THE INTERESTS DESCRIBED AND REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND ARE RESTRICTED SECURITIES AS THAT TERM IS DEFINED IN RULE 144 UNDER THE ACT. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION UNDER THE ACT AND APPLICABLE STATE ACTS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE ACTS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

This OPERATING AGREEMENT is effective this 14th day of January, 2021 by and among Lansing Shuffleboard LL LLC, a Michigan Limited Liability Company (the "Company") and the persons executing this Operating Agreement as Members of the Company as set forth in Exhibit A and all of those who shall hereafter be admitted as Members (individually, a "Member" and collectively, the "Members") who agree as follows:

ARTICLE I

ORGANIZATION

1.1 **Formation.** The Company has been organized as a Michigan Limited Liability Company under and pursuant to the laws of the State of Michigan by the filing of Articles of Organization ("Articles") with the State of Michigan.

1.2 **Name.** The name of the Company shall be Lansing Shuffleboard LL LLC, a Michigan Limited Liability Company. The Company may also conduct its business under one or more assumed names.

1.3 **Purposes.** The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the act. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

1.4 **Duration.** The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be 31196 Churchill Dr, Beverly Hills, MI 48025, with Jonathon Hartzell to serve as resident agent for service of process. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor.

1.6 Intention for Company. The Members have formed the Company as a Limited Liability Company under and pursuant to the Act. The Members specifically intend and agree that the Company not be a partnership (including, a limited partnership) or any other venture, but a Limited Liability Company under and pursuant to the Act. No Member or Manager shall be construed to be a partner in the Company or a partner of any other Member, Manager or person and the Articles, this Operating Agreement and the relationships created thereby and arising there from shall not be construed to suggest otherwise.

1.7 Contracts With Interested Members. The Company may enter into contracts or transact business with its Members or Managers, or with any entity in which a Member or Manager is personally interested; and in the absence of fraud, no such contract or transaction shall be invalidated or affected, nor shall the interested Manager or Member be liable to the Company or its other Members, by the fact of such common interest or involvement so long as the contract or transaction is fair and reasonable to the Company.

ARTICLE II

BOOKS, RECORDS AND ACCOUNTING

2.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be kept at the Company's Registered Office.

2.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principals to be followed by the Company shall be selected by the Managers from time to time.

2.3 Reports. The Managers shall provide reports to the Members concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members in the time, manner and form as the Managers determine. Such reports shall be provided at least quarterly as soon as practicable after the end of each calendar quarter and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

2.4 Member's Accounts. Separate Capital Accounts for each Member shall be maintained by the Company. Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company. Each Member's Capital Account as relates to the Capital Accounts of all Members is referred to as the "Capital

Ratios”.

ARTICLE III

AUTHORIZED EQUITY CAPITAL CONTRIBUTIONS

3.1 **Initial Commitments and Contributions.** The Company is authorized to issue a single class of member interest with a total of 10,000 authorized equity units of ownership in the Company (the “Share Units”) of which 6,025 Share Units will be issued. By the execution of this Operating Agreement, the founding Member shall be issued a total of 5,000 of the Share Units, (refer to attached Exhibit A). The remaining 5,000 Share Units are being withheld to be later be allocated to future Limited Partners and General Partners, to be documented by an Amendment to this Operating Agreement and/or by an executed Joinder Agreement.

3.2 **Capital Accounts.** An individual capital account shall be maintained for each Member. The capital interest of each Member shall consist of an original contribution of capital, increased by (a) additional capital contributions and (b) any credit balances transferred from the drawing account to the capital account and decreased by (a) distributions in reduction of Company capital and (b) the share of Company losses, if charged to the capital accounts of the Members.

3.3 **Additional Capital Contributions.** The Members recognize that the income produced by the Company property may be insufficient to pay the operating costs and working capital requirements of the Company’s business plan. If the Members determine that additional funds are required to pay such operating costs and working capital needs, then the Managers shall seek funding on the following priority basis: (a) first, to bank financing; (b) second, by sale of authorized but unissued Share Units to equity investors at a per unit price as determined by the Managers, which determination shall be conclusive and binding; and, (c) lastly, through contributions made by some or all of the Members.

3.4 **Additional Member Capital Contributions.** Any Member who makes an additional capital contribution to the Company pursuant to Paragraph 3.3 shall have the option to (a) treat the contribution as additional capital of the Company, or (b) treat the contribution as a loan to the Company, which election shall be made, in writing, at the time the contribution is made. All Members shall be given the equal opportunity to make an additional capital contribution to the Company if such a raise is sought pursuant to section 3.3 above.

3.4 (a) **Contribution as Loan.** If the contributing Member elects to treat his contribution as a loan to the Company, then no adjustment shall be made to the proportions set forth in Exhibit A. The amount advanced by the contributing Member shall be a debt from the Company to the contributing Member and shall bear interest at the rate of two points over the “prime” rate of interest as announced by Comerica Bank, but not to exceed the usury ceiling contained in the usury statutes of the State of Michigan. Thereafter, all distributions of cash from the Company due to the defaulting Member shall be paid to the Member who has elected to treat the contributions as loans, until such time as the principal and interest of such loans are paid in full.

3.4(b) Contribution as Capital. If the contributing Member elects to treat the excess contribution as additional capital, such funds shall be allocated to such Member's Capital Account through the addition of Share Units at a per unit price as determined by the Managers, which determination shall be conclusive and binding.

ARTICLE IV

ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations. Except as may be required by the Internal Revenue Code of 1986 as amended or this Operating Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Capital Ratios.

Net profit and losses shall mean for each fiscal year of the Company an amount equal to the Company's net taxable income or loss for each year as determined for federal income tax purposes in accordance with the accounting method and rules used by the Company and in accordance with applicable sections of the Internal Revenue Code.

4.2 Distributions. The Company may make distributions of Excess Cash to the Members from time to time. Distributions may be made only after the Managers determine in their reasonable judgment, that the Company has sufficient cash on hand which exceeds the current and the anticipated needs of the Company to fulfill its business purposes (including, needs for operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any). Distributions shall be in cash or property or partially in both, as determined by the Managers in accordance with the priorities established below. No Distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities plus, the amount that would be needed if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Members receiving the distribution.

The terms "Excess Cash" shall mean, at any relevant time, the portion of the cash and cash equivalent assets of the Company, which, in light of the Company's then current and foreseeable sources of, and needs for, cash, as reasonably determined by the Managers, exceeds the amount needed by the Company to (i) service its debts and obligations (including those to any Member or affiliate of any Member) (ii) conduct its business and carry out its purposes.

Excess Cash shall also be net of compensation including performance bonuses paid to key employees, including the Managers, as the Managers shall reasonably determine from time to time.

The Managers shall distribute Excess Cash according to the following priority.

First, Excess Cash shall be distributed to the Members in an amount reasonably

determined by the Board of Managers to be substantially equal to the federal and Michigan personal income tax payable by the Members resulting from their membership in the Company.

Second, Excess Cash shall be applied first to interest and then reduction of principal of any Member loans.

Third, Excess Cash shall be distributed to the Members pro rata in accordance with their Capital Ratios.

Finally, after distributions as provided above and once all Capital Ratios have been returned to zero or proportionate to the Membership Percentage Interests of all Members, then Excess Cash shall be distributed to the Members pro rata in accordance with their Membership Percentage Interests.

ARTICLE V

DISPOSITION OF MEMBERSHIP INTERESTS

5.1 **Restriction on Transfer.** Except as hereinafter expressly provided, no Member shall at any time during his lifetime, sell, assign, give, pledge, or in any manner voluntarily, or otherwise, dispose of or permit a levy or attachment on all or any part of her equity interest in the Company, now owned or hereinafter acquired by him, without the written consent of the Managers of the Company. Notwithstanding the above, a Member may transfer his or her equity interest without consideration to an Affiliate unless the disposition would cause a termination of the Company's tax treatment as a partnership under the Internal Revenue Code of 1986, as amended. The term "Affiliate" means, (i) with respect to any individual, a trust for the benefit of her spouse or descendants; and (ii) with respect to any other entity, if the entity is effectively controlled by, or controls, a Member company, either through management control or voting capital stock, or if the entity is deemed an Affiliate as the term is defined in the Internal Revenue Code.

5.2 **Admission of Substitute Members.** A permitted assignee or transferee of a membership interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor. If admitted, the substitute Member, has to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of a Member.

5.3 **Transfer Pursuant to Bona Fide Third Party Offer.** In the event a Member receives a "bona fide" third party offer in writing to sell or otherwise dispose of all, but not less than all, of his Capital Ratio during his lifetime, he shall first offer to sell such Capital Ratio to the Company in accordance with the procedures as set forth below:

(a) The transferring Member shall deliver a written offer to the Company specifying the name and address of the prospective transferee, the proposed purchase price and the other terms and conditions of the equity transfer.

(b) Within thirty (30) days after the receipt of the offer, the Company shall have the right to purchase the Capital Ratio referred to at the price and terms determined in accordance with the terms of the bona fide third party offer.

(c) In the event the Company does not purchase the Capital Ratio of the transferring Member within thirty (30) days after the receipt of the offer by the Company, then each non-offering Member of the Company shall have a period of ten (10) days to exercise their pro-rata right to purchase the Capital Ratio at the price and terms set forth in the bona fide third party offer.

(d) All offered Capital Ratio not purchased by the Company or, in the alternative, the non-offering Members, within forty (40) days after receipt of the written offer, shall be eligible for the period of the ensuing thirty (30) days, for such a bona fide transfer to the prospective transferee named in the offer in strict accordance with the price, terms and conditions of the original offer. If the transferring Member shall fail to make a transfer of the offered Capital Ratio to the prospective transferee within said thirty (30) day period, all such un-transferred Capital Ratio again shall become subject to the transfer terms and conditions of this Agreement. In any event, the transferee of the Capital Ratio transferred pursuant to this Paragraph shall be bound in all respects by the terms of this Agreement.

5.4 Tag-Along Rights. If the holders of fifty-one percent (51%) or more of the Capital Ratio of the Company (the "Majority Offerees") receive a bona fide offer for purchase of any of their Capital Ratio totaling fifty one (51%) percent or more of the Capital Ratios, and the Company and other Members do not exercise their option to purchase such Capital Ratio pursuant to Section 5.3, then the Members who did not receive such bona fide offer (the "Minority Offerees") shall be entitled, at their option, to sell a pro-rata portion of their Capital Ratio to the transferee named in the notice of bona fide offer on terms and conditions contained in the bona fide offer. The participating Minority Offerees shall participate in the sale on the same terms, and shall be entitled to sell the same proportion of their Capital Ratio, as the Majority Offerees who participated in the sale.

5.5 Drag-Along Rights.

a. If any Member ("Liquidating Member") desires to accept a bona fide offer received by the Liquidating Member from an unaffiliated third party to purchase all of the equity interest of the Company totaling fifty one (51%) percent or more of the Capital Ratios (the "Approved Sale"), the Liquidating Member must first offer to sell his or its Membership Interest in accordance with the provisions of Section 5.3 above. For purposes of such offer, the purchase price shall be deemed to be the purchase price offered for all of the equity interest of the Company multiplied by the Liquidating Member's Membership Interest. If the Liquidating Member's Membership Interest is not purchased pursuant to the provisions of Section 5.3, then each of the other Members shall consent to and raise no objections against the Approved Sale of the Company. If the Approved Sale of the Company is structured as a (i) merger or consolidation, each member shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation, or (ii) sale of Membership Interest, each Member shall agree to sell all of his Membership Interest on the terms and conditions approved by the Liquidating Member.

b. Notwithstanding the provisions of the foregoing clause (a), the obligations of the Members under this Section 5.5 are subject to the satisfaction of the conditions set forth in the following sentence; provided, however, such conditions do not constitute

covenants or obligations of the Company or its Members. Solely as a condition to the obligations of the Members and in order for such obligations to be enforceable against the Members in connection with an Approved Sale of the Company: (i) upon the consummation of the Approved Sale of the Company, each Member shall receive the same form of consideration and his or her pro-rata amount of such consideration; (ii) if any Member is granted an option as to the form and amount of consideration to be received, all other Members shall be given the same option; (iii) all guaranties of the Members shall be released; and (iv) all amounts due the other Members by the Company shall be paid. No Member shall have any rights to require that any conditions set forth above be fulfilled, but if they are not fulfilled, such Members shall not be obligated under the preceding paragraph with respect to such Approved Sale of the Company.

5.6 Buy-Sell Pursuant to Individual Agreements. A Member shall be subject to any buy-sell provisions as may be contained in an individual Agreement between the Company and a Member.

ARTICLE VI

MEMBER SERVICES

The Members agree that the Members who provide services for the benefit of the Company and shall be compensated only pursuant to separate Agreements authorized by the Managers.

ARTICLE VII

MEETINGS OF MEMBERS

7.1 Voting. All Members shall be entitled to vote only on the actions set forth in Paragraph 8.5 below.

7.2 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the Meeting, may be held at such place, on such date and at such time as the Managers shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the Manager or the holders of at least twenty-five (25%) percent of the Capital Ratios of all Members. The Company shall deliver or mail written notice stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting at least ten (10) days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the shareholder at the address which appears on the records of the corporation. All meetings of Members shall be presided over by a Chairperson who shall be a Manager so designated by the Managers.

7.3 Consent. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a

meeting at which all membership interests entitled to vote on the action were present and noted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

ARTICLE VIII

MANAGEMENT

8.1 **Management of Business.** The Company shall be managed by a Board of Managers (the “Board of Managers”) consisting of at least two (2) and no more than three (3) Members which shall be the Managers of the Company within the meaning of the Act in this Agreement. The terms, duties, compensation and benefits, if any, of the Board of Managers shall be as provided herein.

8.2 **Appointment of Managers.** The number of Manager positions on the Board of Managers shall be no more than three (3). The number of Managers making up the Management Committee cannot be changed without the approval of the Members pursuant to paragraph 8.6(b) below.

The following individual is hereby appointed to serve as the initial Manager of the Company:

Jonathan Hartzell

8.3 **General Powers of Manager.** Except as may otherwise be provided in this Operating Agreement, the ordinary and usual decisions concerning the business and affairs of the Company shall be made by the Managers. The Managers shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose or encumber any real or personal property; (c) open one or more depository accounts and make deposits into and issue checks and withdrawals against such accounts; (d) borrow money, incur liabilities, and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) engage employees and agents, define their respective duties and establish their compensation or remuneration; (g) establish pension plans, trusts, profit sharing plans and other benefit incentive plans for Members, employees and agents of the Company; (h) obtain insurance covering the business and affairs of the Company and its property and on the lives and wellbeing of its Member employees and agents; (i) commence prosecute and defend any proceeding in the Company's name; (j) participate with others in partnerships, joint ventures and other associations and strategic alliances; (k) distribute profits to the Members; (l) grant consent to a Member's request to transfer his membership interest; and, (m) issue additional Share Units up to the authorized number of Share Units as set forth in Section 3.1 above.

8.4 Voting. Managers shall be entitled to one vote on any matter submitted to a vote of the Managers. Unless a greater vote is required by the terms of this Agreement, the affirmative vote or consent of a majority of the Managers shall be required to authorize Company action.

8.5 Standard of Care; Liability. Each Manager shall discharge his or her duties as a Manager in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Company. Manager shall not be liable for any monetary damages to the Company for any breach of said duties except for receipt of a financial benefit to which the Manager is not entitled; voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or a knowing violation of the law.

8.6 Resignation or Removal of a Manager.

a. A Manager may resign at any time by written notice to the remaining Members. Acceptance is not necessary. Resignation of a Manager who is also a Member does not affect such person's rights as Member.

b. A Manager may be removed from the Board of Managers only by a majority vote of the Members or b) the permanent disability of a Manager, meaning incapacity or disability which substantially prevents an individual from performing effectively as a Manager of the Company for a continuous period of twelve (12) months.

A vacancy in the office of Manager shall be filled by a majority vote of the Members.

8.7 Tax Matters Partner. Subject to Section 8.5, Jonathan Hartzell is hereby designated as the tax matters Member pursuant to applicable sections of the Internal Revenue Code.

ARTICLE IX

CONFIDENTIALITY

The following Covenants shall bind all parties to this Agreement:

9.1 Confidential Information. The parties to this Agreement shall not, at any time, except as authorized in writing by the Company, and for its benefit, directly or indirectly, divulge or disclose to any person, firm, association, or corporation, or use for his own benefit, gain or otherwise, any information, plans, products, market data, results of tests and data, customer lists, or any other trade secrets or confidential materials or information of the Company, or their affiliates or predecessors.

9.2 Irreparable Damage. The Members further agree that violations of the covenants in this Article IX would cause irreparable injury to the Company and that the remedy at law for any violation or threatened violation thereof would be inadequate, and that the Company shall be entitled to temporary and permanent injunctive relief or other equitable relief without the necessity of proving actual damages, in addition to all other remedies allowed by law.

ARTICLE X

EXCULPATION OF LIABILITY; INDEMNIFICATION

10.1 **Exculpation of Liability.** Unless otherwise provided by law or expressly assumed, a person who is a Member, shall not be liable for the acts, debts or liabilities of the Company.

10.2 **Indemnification.** Except as otherwise provided in this Article, the Company shall indemnify any Member and may indemnify any employee or agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Manager, employee or agent of the Company against expenses, including attorneys fees, judgment, penalties, fines and amounts paid in settlement actual and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. To the extent that a Member, employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorneys fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, shall be made by the Company, only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a vote of the Members who are not parties or threatened to be made parties to the action, suit or proceeding. Notwithstanding the foregoing to the contrary, no indemnification shall be provided to any Manager, employee or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a knowing violation of law.

ARTICLE XI

DISSOLUTION AND WINDING UP

11.1 **Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time specified in the Articles or this Operating Agreement; (b) upon the happening of any event specified in the Articles or this Operating Agreement; (c) by vote of the Members pursuant to paragraph 8.5 above.

11.2 **Winding Up.** Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete

the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations and then to Members and former Members first, in satisfaction of liabilities for distributions and then, in accordance with their Capital Ratios. Such proceeds shall be paid to such Members within ninety (90) days after the date of winding up.

ARTICLE XII

MISCELLANEOUS

12.1 **No Involuntary Dissolution or Termination.** One of the principal purposes of this Agreement is to protect the Company against the usual incidents and consequences which ensue upon the death or retirement of a Member, the transfer by a Member of an interest in the Company, the admission of a new Member, or similar events. Accordingly, it is hereby agreed among the Members that the dissolution or termination of the Company can be affected only in accordance with and subject to the terms of this Agreement and that neither the withdrawal nor death of a Member nor the admission of a new Member shall effect the dissolution or termination of the Company except as specifically set forth herein.

12.2 **Arbitration.** If any controversy or claim arising out of this Operating Agreement cannot be settled by the Members, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and judgment on the award may be entered in any court having jurisdiction.

12.3 **Company Name.** No value shall be attributed to the name or goodwill of the Company or allowed therefore in any inventory, accounting, or statement in any adjustment or settlement with any Member or in any final accounting upon the liquidation or dissolution of the Company, or for any other purpose or in any other manner.

12.4 **Governing Law.** This Agreement shall be subject to, and governed by, the laws of the State of Michigan without regard to conflict of laws principles irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state.

12.5 **Severability.** In the event any parts of this Agreement are found to be void or unenforceable, the remaining parts and provisions of this Agreement shall nevertheless be binding with the same effect as though the unenforceable were deleted. Moreover, should a court of competent jurisdiction issue a final ruling that the Restrictive Covenants contained in this Agreement are unenforceable as being unreasonable, the court shall have the power to modify the offending provision to the extent deemed reasonable and enforceable by the court.

12.6 **Entire Agreement.** This instrument contains the entire Agreement of the parties hereto. It may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12.7 **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to the Member at their last known address with a copy sent via regular mail and facsimile to the Company's attorneys at

Strobl Sharp, PLLC, 300 East Long Lake Road, Suite 200, Bloomfield Hills, MI 48304, fax number (248) 645-2690.

12.8 Gender and Number. As the context of any provision may require, nouns and pronouns of any gender and number shall be construed in any other gender and number.

12.10 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto their Personal Representatives, successors and assigns.

12.11 Counterparts. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

12.12 Facsimile Execution. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

IN WITNESS WHEREOF, the Members have signed this Agreement effective January 7, 2021.

COMPANY:
Lansing Shuffleboard LL LLC


By: Jonathan Hartzell
Its: Manager

EXHIBIT A

LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC

ISSUED SHARE UNITS / MEMBERSHIP PERCENTAGE INTEREST

MEMBER	SHARE UNITS	MEMBERSHIP PERCENTAGE INTEREST BEFORE DILUTION	MEMBERSHIP PERCENTAGE INTEREST AFTER DILUTION
Jonathan Hartzell	5,000	100%	50%
Offered Units*	5,000	0%	50%
TOTAL	10,000	100%	100%

*Reserved for offer in private placement

LIQUOR LICENSE PURCHASE AGREEMENT

This Purchase Agreement is made on 3, 2, 21, ("Effective Date") by and between:

SELLER: Steven J. Ramey
An Individual

PURCHASER: Lansing Shuffleboard LL, LLC
a Michigan limited liability company
Att: Jonathan Hartzell

(Collectively referred to as the "Parties").

RECITALS

This Purchase Agreement is made with reference to the following facts and circumstances:

- A. The State of Michigan Liquor Control Commission ("MLCC") has issued a certain **active Class C Liquor License #L-000007616** with Sunday Sales (PM) And other permits (**BID # 4959**) (collectively "License") in Seller's name at 2395 Washington Rd, Lansing, Michigan 48911-7210 (Delphi Twp/Ingham County).
- B. Purchaser desires to purchase Seller's interest in the License.
- C. The parties desire to set forth their agreement in writing.

AGREEMENT

NOW THEREFORE for good and valuable consideration consisting of the mutual obligations of this Agreement, the parties agree as follows:

- 1. **PRICE.** Purchaser will pay to Seller the sum of Thirty Five Thousand Dollars (\$35,000.00) cash, wire transfer or cashier check at the time of Closing.
- 2. **SALE.** In consideration for the Purchaser's performance under the Agreement, Seller agrees to transfer Seller's entire interest in the License.

3. **DEPOSIT.** Simultaneous with the execution of this Agreement, Purchaser shall make a deposit with **J. P. Howe, PLLC** as Escrow Agent in the amount of Eight Thousand Dollars (\$8,000.00), receipt of which shall be acknowledged by Escrow Agent. At the Closing, the Deposit shall be applied by the parties towards payment of the purchase price. In the event of a failed contingency, the Deposit shall be returned to Purchaser.

4. **CONTINGENCY.** Consummation of this Agreement is contingent upon the **conditional approval by MLCC** for the transfer of the License to Purchaser for its location at **325 Riverfront Dr., Lansing, MI 48912.** Purchaser will apply to the MLCC within fifteen (15) days for transfer of the License. In the event that Purchaser is unable to complete the MLCC investigation process and obtain final MLCC approval for transfer of License ownership on or before ninety (90) days from the Effective Date, such period may be extended by either party for an additional sixty (60) days if Purchaser is proceeding in good faith towards approval by the MLCC. If it appears that Purchaser will not be approved within sixty (60) days thereafter, then either Purchaser or Seller may terminate this Agreement, or elect to close without MLCC approval. If Purchaser does not elect to close, then Seller may terminate this Agreement and the deposit shall be refunded. **If Purchaser elects to extend the time for MLCC approval, then the deposit shall not be refundable except for Seller's default or refusal to close.**

5. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER.**

For the purpose of inducing Purchaser to enter into this Agreement and to consummate the transaction contemplated hereby, Seller hereby represents, warrants and agrees that:

(a) **Alcoholic Beverage Inventory.** Seller warrants that there is no alcoholic beverage inventory being sold as part of this sale transaction.

(b) **Organization, Good Standing, Power.** Seller is an individual and has the authority to sell the License.

(c) **Authority Relative to Agreement.** Seller has taken all actions necessary to execute, deliver, and perform this Agreement and to transfer the License referenced herein.

Seller agrees to sign any consents or other documents required by MLCC to transfer the License, to fully cooperate with Purchaser in the transfer of the License to Purchaser and, if applicable, to timely renew the license prior to April, 30, 2021, and pay all License renewal fees. Renewal fees for the 2021-2022 year due by April 30, 2021 will be reimbursed to Seller at the time of closing. **Seller will cooperate with the Conditional License Application submitted by Purchaser.**

(d) Title to License, Absence of Liens, and Encumbrances. Seller shall have at closing, good and marketable title to the License, free and clear of all claims, encumbrances, liens, security interests, rights of third parties, or other interests of any kind or character. Seller also represents that the License is in good standing with the MLCC and other appropriate governmental entities and agencies, and Seller has no outstanding citations or violations of record relating to the License.

(e) Effect of Agreement. The execution, delivery, and performance of this Agreement by Seller and the consummation of the transaction may require the consent, approval, or authorization of local government, which shall be the responsibility of Purchaser. Further, to the best of Seller's knowledge after diligent inquiry, the performance of this Agreement by Seller and the consummation of the transaction contemplated herein does not violate any material provision of law of any governmental agency with respect to the transfer of the License.

(f) Seller is under no legal disability that would prevent transfer of the License under the laws of the State of Michigan..

The foregoing representations and warranties and all covenants of Seller set forth in this Agreement shall be true and correct as of the date when made and shall be true and correct at the Closing. Seller shall indemnify and hold Purchaser harmless for any damages, liabilities, or amounts due, including reasonable attorney fees which relate to any, breach or misrepresentation made in this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to Seller as follows:

(a) Authority Relative to Agreement. Purchaser has taken all action necessary to authorize it to execute, deliver, and perform this Agreement and to consummate this transaction, and all documents to be delivered in connection herewith are the valid and binding obligations of Purchaser in accordance with their respective terms.

(b) Liquor License Transfer. Following the execution of this Agreement, Purchaser shall have fifteen (15) days to submit an application to the MLCC to seek approval for the transfer to Purchaser of Seller's License. Purchaser acknowledges that it shall be responsible for any licensing fees associated with the application and eventual transfer of the License.

(c) Use of License. Purchaser warrants that it is obtaining the License for its own use and not for any other entity or person, and with the understanding that Seller has no obligation to agree to any assignment of the License to another buyer of Purchaser's choice.

(d) Neither Purchaser, nor any of Purchaser's Members, has/have been convicted of a felony or misdemeanor which would make any of them ineligible to hold a license issued by MLCC.

(e) Purchaser has not previously been denied a liquor license on any prior application. Purchaser is not aware of any reason its application would be denied by the MLCC.

The foregoing representation and warranties and all covenants of Purchaser set forth in this Agreement shall be true and correct as of the date when made and shall be true and correct at the Closing and shall survive the Closing. Purchaser shall indemnify and hold Seller harmless for any damages, liabilities, or amounts due, including reasonable attorney fees which arise out of or relate to any, breach or misrepresentation made in this Agreement.

7. NOTICES. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, as follows:

To: Purchaser Company at its business location and a copy to broker/facilitator and counsel, if any,

To Seller at his business location and a copy to broker/facilitator and counsel, if any;

or to any other address that Purchaser or Seller shall designate in writing.

8. COOPERATION. Purchaser and Seller mutually agree that each shall take all steps reasonably necessary to facilitate the transaction contemplated in this Agreement and to execute any other documents reasonably necessary to effectuate the terms of this Agreement.

9. CLOSING. The parties agree that this sale shall be closed within fifteen (15) days after the Purchaser obtains written MLCC approval for issuance of a CONDITIONAL LICENSE, and shall take place at offices mutually agreed upon.

10. AMENDMENT. This Agreement shall not be amended, altered, or terminated except by a writing executed by each party or as provided herein.

11. CONTROLLING LAW. This Agreement shall be governed in all respects by the laws of the State of Michigan.

12. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties and shall supersede prior any oral or written Agreement(s) relating to this transaction.

13. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The signature page from one or more counterparts may be detached and reattached to any other executed counterparts of this Agreement. The parties also agree that facsimile or scanned electronic signatures shall be considered the same as an original signature for all purposes under this Agreement.

14. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of any provision of this Agreement.

15. EFFECT. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of successors of Purchaser and Seller.

16. DEFAULT. If Purchaser wrongfully refuses to comply with and complete the purchase of the License in conformity with the terms of this Agreement, then Seller shall be paid the Deposit as Seller's sole and exclusive remedy and as liquidated damages, the amount being so agreed upon as a reasonable figure due to the difficulty of ascertaining a figure of damages.

If Seller wrongfully refuses to comply with and complete the sale of the License in conformity with the terms of this Agreement, then Purchaser shall be entitled to receive from Seller, an amount equal to the Deposit plus a full refund of the Deposit, or in the alternative Purchaser shall have the right to specific performance of this Agreement. The parties agree that the License is unique property.

17. BROKERAGE COMMISSIONS. Seller and Purchaser each represent to the other that:

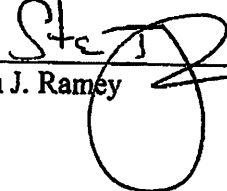
Seller has engaged a facilitator/broker in connection with this transaction and will be paid by Seller at closing. Purchaser has engaged the services of Peter Abbo and Tony Byszko, as a broker/facilitator in connection with this transaction and will be paid separately by Purchaser at the closing pursuant to a separate agreement. If any other broker/facilitator claims entitlement to a fee or commission, Seller and Purchaser agree to defend and indemnify the other from any such claims.

18. CONDITIONAL LICENSE. Purchaser agrees to apply for a **Conditional** MLCC License, close upon written conditional approval and disburse the proceeds.

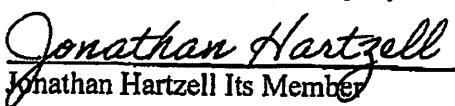
19. **TAX CLEARANCE.** It shall be the obligation of Seller to provide prior to, or at the time of closing, a tax clearance issued by the Michigan Department of Treasury, Tax Clearance Section, ("Michigan Treasury") showing that taxes due are paid or a certificate stating that taxes are not due. If Michigan Treasury reports that taxes are due, then an escrow account shall be established for the payment of the taxes. Seller shall make application to Michigan Treasury for a tax status determination within seven (7) days of Seller's acceptance of this Agreement by filing Michigan Treasury form 5156 , Sections 1 and 4 and otherwise comply with MCL.205.27a.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLER:
Steven J. Ramey,
An individual

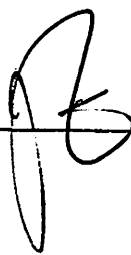
by: 
Steven J. Ramey

PURCHASER:
Lansing Shuffleboard LL, LLC
a Michigan limited liability company

by: 
Jonathan Hartzell Its Member

RECEIPT OF DEPOSIT

The undersigned accepts the deposit in the amount of \$8,000 referenced in this Agreement and agrees to hold it pursuant to the terms herein.


J. Patel
Escrow Agent
3/4/21

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment (the "Amendment") is made as of 1/7/2021, ~~XXXXXX~~ between Lansing Shuffleboard and Social Club, L.L.C., a Michigan limited liability company, whose address is 1515 West Lafayette Boulevard, Suite 201, Detroit, MI 48216 (the "Lessee"), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the "City") (the Lessee and the City are collectively the "Parties"), and amends the Lease Agreement between the Parties as placed on file with the Clerk of the City of Lansing on September 12, 2020.

This First Amendment is being offered by the Lessee to the City for consideration by the City Council prior to any vote approving or rejecting the Agreement. Any vote by Council approving the Agreement shall also include the provisions of this Amendment and shall authorize the Mayor's signature on this Amendment as well as the Agreement.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. In Section 2, Lease Term, the year 2060 is removed and replaced with 2040.
2. In Section 6, Requirements of the City, subsection (f), the word "third" is removed and replaced with "second".
3. In Section 8, Requirements of the Lessee, subsection (j) is added:
(j) Lessee shall abide by the terms of Subsection B, Commitment to Hiring Local Labor and Lansing-based Firms, of Section V. of the City's Universal Development Agreement, as established by Executive Order 2019-07 on October 1, 2019, including the definitions contained within the Universal Development Agreement, a relevant excerpt of which is attached hereto for reference.

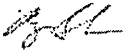
[SIGNATURES ON FOLLOWING PAGE]

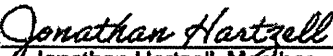
City Market Lease
DRAFT - 11/17/2020
Proposed First Amendment

The Parties have signed this Agreement as of the date first above written.

CITY OF LANSING

LESSEE

By: 
Andy Schor, Mayor

By: 
Its: Jonathan Hartzell, Member

By: 
Chris Swope, Clerk

By: _____
Its: _____

Approved as to form:

By: 
for James Smierka, City Attorney

I certify that funds are available in Account
No. _____

By: _____
Jeff Scharnowske, City Controller

EXHIBIT A

Excerpt of UDA

V. TERMS AND CONDITIONS FOR PROJECT COMPLETION

...

B. Commitment to Hiring Local Labor and Lansing-based Firms:

The Parties, in order to clarify the intent that projects receiving development incentives from the City employ as much Local Labor as is reasonably possible agree as follows:

1. The Applicant agrees and commits to employing and contracting with as much Local Labor and Lansing-based Firms as commercially practical to complete the Construction Phase of the Project. After Local Labor and Lansing-based Firms have been deemed exhausted, the Applicant agrees and commits to employing and contracting with Regional, and then Michigan, Labor and Firms, with notice to the LEDC at each step, as described below.

2. Local Labor Preference:

a. Applicant agrees that if it deems necessary to not hire Local Labor or Lansing-based Firms for any portion of the Construction Phase of the Project, Applicant must, within 30 business days of Commencement of Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

b. Applicant agrees that once it has deemed necessary to not use Local Labor or Lansing-based Firms, it will focus next on Regional Labor or Regional-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Regional Labor or Regional-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

c. Applicant agrees that once it has deemed necessary to not use Regional Labor or Regional-based Firms, it will focus next on Michigan Labor or Michigan-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Michigan Labor or Michigan-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

3. Applicant (if applicable) agrees to post, and to contractually require its agents to post, all initial bid solicitations or request for bids ("Bid Solicitations") by the Applicant

Proposed First Amendment

or their agents for a minimum of 15 days (“Posting Period”) on the Builders Exchange of Lansing and Central Michigan (“Builders Exchange”) and to document such Bid Solicitations, unless Applicant deems the use of certain contractors or subcontractors are critical to the success of the Project or portions of the Project. If Applicant bypasses Builders Exchange because it deems the use of a certain contractor or subcontractor as critical to the success of the Project or portions of the Project, Applicant must, within 30 business days of such hiring, provide to the LEDC a written statement of that fact and an explanation of why the use of the contractor or subcontractor was so critical. The Bid Solicitations must be available to all Builders Exchange users.

4. Within 45 business days of the Commencement of Construction and at the close of each quarter of the fiscal year thereafter, the Applicant must provide to the LEDC, a list of all contractors and subcontractors selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation (“Selected Bidders List”). The Selected Bidders List must include the following information:

- a. Business Name
- b. Address (number, street, and apt. or suite no.)
- c. City, state, and ZIP code
- d. Telephone Number
- e. Employer ID Number (EIN)
- f. Primary Contact Person (Authorized Representative)
- g. Corresponding Builders Exchange Bid Solicitation Number

5. The Applicant will not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules, including but not limited to, homeland security or the disclosure of classified information.

6. The City acknowledges and agrees that some information submitted by Applicant is confidential and proprietary. Accordingly, the City agrees to reasonably assert to the extent applicable to the information provided and as allowable by law, that such information reported by Applicant to the City is exempt from disclosure pursuant to, including without limitation Section 13 of, the Michigan Freedom of Information Act, 1976 PA 442, as amended.

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made as of 1/7/2021, ~~XXXX~~ between Lansing Shuffleboard and Social Club, LLC, a Michigan limited liability company, whose address is 1515 West Lafayette Boulevard, Suite 201, Detroit, MI 48216 (the "Lessee"), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the "City") (the Lessee and the City are collectively the "Parties").

RECITALS

- A. The City owns the building, attached patio area, and underlying real property located at 325 City Market Drive, Lansing, MI 48912, which is commonly referred to as the "New Lansing City Market."
- B. The Lessee has offered to lease the building and attached patio area from the City for its use as a food hall and events space, while continuing to provide City Parks and Recreation related activities for the benefit of the public, including, but not limited to, vending refreshments, providing public entertainment, community events, and space for public gathering.
- C. The Lessee has requested to construct certain improvements to the interior of the New Lansing City Market to facilitate Lessee's use and the Parks and Recreation activities, and to be reimbursed for a portion of those improvements that are eligible activities pursuant to the Brownfield Redevelopment Act, Michigan Act 381 of 1996.
- D. The City is amenable to the Lessee's offer and request, in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

- 1. **Lease.** Subject to the City's governing body approving this Agreement, the City agrees to lease to the Lessee the building and attached patio area of the New Lansing City Market, as legally described and depicted on the attached Exhibit A (collectively, the "City Market Building"), subject to the terms and conditions of this Agreement.
 - 2. **Lease Term.** The term of this lease shall commence upon the approval of this Agreement by the City's governing body and continue until December 31, 2060, unless otherwise terminated as provided in this Agreement.
- Rent Payment.**
- (a) **During Construction.** During construction of physical improvements contemplated in this Agreement, Lessee shall pay rent to the City of Lansing by wire transfer or cashier's check of immediately available funds on a monthly basis in the amount of \$500 for each month or part of a month that Lessee has any business open to the public at or on the patio.
 - (b) **During First Partial Year of Operation.** After construction of physical improvements is complete and Lessee obtains a certificate of occupancy, in 2021, the Lessee shall pay rent to the City by wire transfer or cashier's check of immediately available funds on a monthly basis in the amount of \$2000.00 during the first partial year of the term of the lease.

RECORDED

2020 SEP 12 AM

(c) During Remaining Years. Beginning with the first full year of operation under the Lease Agreement, on January 1, 2022, rent shall be due on January 1 each calendar year during the remaining term of the lease. Total annual rent shall be \$24,000.00. Each year thereafter during the remaining term of this lease, the total annual rent shall be increased annually by the Consumer Price Index or 2.5%, whichever is higher.

(d) On September 1 of the tenth year, 2029, Lessee will provide to City its annual fiscal reports, including gross and net receipts for all operations under the Agreement, for the duration of the Agreement up until that point, for the purpose of recalculating the annual rent. Such rent shall be based on the existing rent plus 10% of average Effective Gross Income over a calculated threshold. The threshold amount shall be calculated by dividing the annual rent of year 10 by 10%. The average Effective Gross Income over the calculated threshold shall be determined by subtracting the threshold amount from the average Effective Gross Income of the best three years of operation. Thereafter, total annual rent shall continue to increase per the terms of section 3(c).

4. Utilities. During the term of this lease all rent payments specified in paragraph 3 above shall be exclusive of public utility use. The Lessee shall be solely responsible for sanitary disposal of all waste and payment of all utilities, including but not limited to water, sanitary sewer and electric service provided by the City or the Lansing Board of Water & Light.

5. Building Use. After approval and execution of this Agreement, and completion of the improvements specified in paragraph 6 below, the City Market Building shall be used as a food hall and events space to be operated by the Lessee. Marijuana or cannabidiol related uses by Lessee or tenants of any nature are prohibited. Additionally, the Lessee shall support community programming by hosting weekly classes free for the community including, but not limited to open mic nights, cooking classes and bar classes. Such events shall be coordinated with the City's Parks and Recreation Department and consistent with its Parks and Recreation Master Plan. Additionally, Lessee shall make event space available for use by community groups, and allow reduced rates for City of Lansing based groups or individuals. The Lessee further covenants that any and all activities in the City Market Building shall be lawful and consistent with City of Lansing Park purposes. All uses and activities in the City Market Building shall be in compliance with all applicable City ordinances, and state and federal laws, including but not limited to federal controlled substance laws. The Lessee acknowledges and agrees that the operation and use of the City Market Building in accordance with this paragraph is a material part of the consideration to the City for this Agreement and the lease of the City Market Building. Upon notice given to Lessee, City may enter all parts of the Building and Premises for inspection and verification as to use in conformity with this Agreement and all applicable City ordinances, and state and federal laws. The Parties acknowledge that damages for violations of this section by Lessee are difficult to calculate given the public trust inherent to public park land and structures; as such, during any month in which this section is violated by Lessee, Lessee will pay \$10,000.00 in the form of liquidated damages to the City.

6. Requirements of the City. The lease under this Agreement is subject to the following terms and conditions:

(a) Within 90 days of the fulfillment of all conditions precedent in Section 15, the Lessee shall undertake construction and make certain improvements to the interior and exterior of the City Market Building as described on the attached Exhibit B and as depicted on the

attached Exhibit C. The Lessee agrees that such construction and improvements shall be completed on or before December 31, 2021, unless an extension is agreed to by the Parties in writing. The City acknowledges and agrees that a portion of the total cost for such construction and improvements is reimbursable as infrastructure improvements to a public structure, and Lessee acknowledges that reimbursement for the same is governed by the Lansing Brownfield Redevelopment Authority (LBRA) pursuant to terms and conditions contained in a Reimbursement Agreement between Lessee and LBRA. Notwithstanding the foregoing, the Lessee agrees that total construction and improvement costs or expenses shall be the sole responsibility of the Lessee. The development and construction of all improvements shall be conducted in accordance with all applicable laws and ordinances. Reimbursable improvements will not include any fixtures, furniture, and equipment of the Lessee, whether movable or affixed to the City Market Building. The Parties agree that in no event shall either Party demolish any portion of the City Market Building or substantially modify its character and appearance, unless first approved in writing by the City.

(b) Any changes to the work described and depicted in Exhibits B & C shall be done by change order(s) and only with prior written approval of the City.

(c) The Lessee shall be responsible for maintaining the City Market Building in good order and repair in accordance with applicable City ordinances.

(d) The City shall provide a maximum of 25 dedicated parking spaces for employees and tenants of Lessee, in a City owned lot or structure near the site.

(e) The Lessee shall have the option to purchase up to 2,000 2-hour parking validation cards each month, from the City Parking Division, at the rate of \$2 per card. The City may adjust the parking card rate at the same time as rent recalculation described in section 3(d), and at regular intervals thereafter, but agrees to maintain a similar bulk discount as set at the beginning of the lease. The 2-hour parking validation cards will be usable at any City-owned, hourly lot or structure. The total number of cards purchased each month must be purchased on or before the first day of each month and paid for in full at the time of purchase. The City agrees to cooperate with Lessee in providing known lot and structure occupancy information, and on request providing dates to Lessee that the City anticipates nearby lots and structures will be at maximum capacity. In the event that 50 or more parking spaces are needed for a single event, Lessee may contact the City of Lansing Parking Services Offices regarding parking availability. Upon adequate notice, at least two weeks prior to the event, the City will provide access to available parking in a City-owned lot or structure within ½ mile radius of the City Market building. If nearby parking becomes unavailable due to construction, sale, or other circumstances unrelated to this agreement, the parties agree to negotiate in good faith to find other suitable parking accommodations.

(f) Lessee shall have the option to request the City initiate proceedings necessary under its Charter and Ordinances to sell the Building and Premises, after taxes have been captured to repay all eligible activities described in subsection (a) herein, but in no event prior to the third full year of the Lease Term. Lessee acknowledges that the proceedings necessary for a sale of the Building and Premises involves, at a minimum, action by the City Council, which has complete decision making autonomy. Lessee further acknowledges that initiation of such proceedings by the City is not a promise or covenant that sale of the Building and Premises will result. The final purchase price shall be determined by taking an appraisal of the Building

and Premises prior to improvements contemplated in this Agreement, and increasing by the total contribution of public funds either in the form of City payments or captured tax dollars, with return on equity.

7. **Surety Bond.** Prior to the commencement of construction by the Lessee under paragraph 6 above, the Lessee shall secure and furnish to the City, at the Lessee's sole cost and expense, a surety bond issued by a corporate surety authorized to issue surety insurance in Michigan in an amount equal to the value of activities deemed reimburseable by the LBRA. Such surety bond shall remain in force and effect until such time as the construction and improvements to the interior of the City Market Building is complete. In the event that the Lessee shall terminate or otherwise breach the lease under this Agreement prior to such reimbursement, the City may utilize the funds under such surety bond to provide for its reimbursement.

8. **Requirements of the Lessee.** The lease under this Agreement is subject to the following terms and conditions any violation of which shall be considered a breach of this Agreement:

(a) The City Market Building shall be operated and used as specified in paragraph 5 of this Agreement, and for no other purpose. Such use shall include City Parks and Recreation related activities as specified above.

(b) During the term of this Agreement, the Lessee shall maintain at least one set of restrooms and one drinking fountain within the City Market Building open and accessible to the public, including non-patrons of the restaurant, during Lessee's normal business hours.

(c) Use of the City Market Building shall not be conducted in such a way as to become a nuisance and shall comply with all applicable City ordinances, and state and federal laws, including but not limited to federal controlled substance laws.

(d) The Lessee, at its sole cost and expense, shall be responsible for maintaining the exterior areas immediately adjacent to the City Market Building in a clean and sanitary condition in accordance with applicable City ordinances, including, but not limited to, grass maintenance, trash removal, and snow removal.

(e) The Lessee, at its sole cost and expense, shall be responsible for maintaining the interior portions of the City Market Building which it occupies, including the public restrooms and drinking fountain referenced in subparagraph (b) above, in a clean and sanitary condition in accordance with all applicable laws and ordinances.

(f) The Lessee, at its sole cost and expense, shall be responsible for maintaining any fixtures, furniture, and equipment, whether movable or affixed to the City Market Building, including any items, machines or other apparatus installed by the Lessee within the City Market Building, in a clean and sanitary condition in accordance with all applicable laws and ordinances.

(g) Any items, machines or other apparatus installed by the Lessee within the City Market Building shall comply with all applicable laws and ordinances.

(h) The Lessee, at its sole cost and expense, shall procure and maintain any licenses or requirements for the sale and consumption of alcoholic beverages at or related to the City Market Building.

(i) Any and all food preparation areas and food product shall be maintained in a clean and sanitary condition in accordance with all applicable laws and ordinances, including, but not limited to the Michigan Modified Food Code.

9. Representation and Warranties of the Lessee. As a material inducement for execution of this Agreement by the City, the Lessee represents and warrants to the City as follows:

(a) The Lessee is duly organized under the laws of the State of Michigan and is authorized to do business in the State of Michigan.

(b) The Lessee has (i) all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) entered into no agreement that would limit or restrict its right to enter into this Agreement and fulfill its obligations hereunder.

(c) The Lessee has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against the Lessee that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

(d) The Lessee is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, not disclosed to the City in writing; and the Lessee is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party.

10. Representations and Warranties of the City. Subject to the Lansing City Council approval of this Agreement, the City: (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder; (ii) has entered into no agreement that would limit or restrict the City's right to enter into this Agreement and fulfill its obligations hereunder, and (iii) has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against the City that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

11. Assignment or Use by Others, Conditions. Lessee may rent out stalls or portions of the Building and Premises to various food and beverage vendors, and merchandise and recording retailers, and may charge such rents pursuant to such conditions as it finds reasonable, provided however that Lansing based vendors or retailers shall be eligible for 20% reduction in rent rates during the first 6 months of any tenancy from Lessee. However, in selecting vendors, Lessee may not discriminate directly or indirectly on the basis of age, race, color, religion, national origin, sex, gender identity, sexual orientation, height, weight, handicap, marital status or political orientation or any other illegal basis. Lessee agrees to make a good faith effort to create a food destination that is diverse in offerings and audience. The Lessee may only sublet or otherwise assign the lease under this Agreement or its associated rights, privileges, duties or obligations with the City's prior written consent, and subject to the following protocol and conditions:

(a) If the Lessee determines, and substantiates to the satisfaction of the City, that Lessee cannot continue operation pursuant to the Lease due to demonstrable financial operational losses, Lessee must give written notice to the City of this determination along with its intent to sublet or otherwise assign the lease under this Agreement, no less than 15 days prior to Lessee taking any action under subsection (b);

(b). Upon the City's receipt of notice under subsection (a), Lessee shall have 90 days to make all reasonable efforts, at Lessee's sole expense, to find a suitable and appropriate entity with financial wherewithal that can and will abide by the Terms and Conditions of this Agreement, including but not limited to Park related objectives set forth in Section 5, and take assignment or sublease from Lessee and assume Lessee's obligations;

(c) Upon the City's receipt of notice under subsection (a), City agrees to accommodate Lessee's efforts and actions under subsection (b), including making the City Market Building available for tour or inspection as needed and meeting with potential sublessees or assignees;

(d) If a suitable and appropriate entity is located pursuant to Lessee's efforts and actions under subsection (b), City will not unreasonably withhold its written consent to Lessee subletting or otherwise assigning the lease under this Agreement to the entity, provided the entity assumes the Lease obligations of Lessee in writing;

(e) If a suitable entity is not located pursuant to Lessee's efforts and actions under subsection (b), this Agreement shall be terminated, subject to the provisions of Section 7.

12. **Indemnification and Insurance.** The Lessee hereby assumes all risk and liability that may arise out of the Lessee's occupation and use of the City Market Building under this Agreement. The Lessee agrees to pay the cost of reasonable attorney fees to defend the City, and its successors in office and interest, representatives, members and employees against any and all claims or liability, regardless of kind or character, for injuries, losses, or damages allegedly sustained by any person or entity in any way directly related to the Lessee's occupation and use of the City Market Building claim or liability. The Lessee shall add the City as an additional insured to all applicable insurance policies for the City Market Building, including but not limited to general casualty, fire, flood, and liquor liability (or dram shop) insurance.

13. **Breach of Agreement.** Except as otherwise provided in paragraph 7 of this Agreement, upon breach of this Agreement by either Party, the non-breaching Party may, at its option, seek specific performance of this Agreement or seek any other remedy available under this Agreement or at law or in equity, including, but not limited to, the Summary Proceedings to Recover Possession of Premises Act, 1961 PA 236, as amended, MCL 600.5701 *et seq.* The Parties agree that legal remedies are inadequate, that they will suffer irreparable harm upon the breach of this Agreement and that specific performance is appropriate and necessary under such circumstances. The Parties agree that for any action brought pursuant to or to enforce any provision of this Agreement, to the extent not otherwise prohibited by law, the prevailing Party shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorneys' fees and other legal expenses incurred to bring, maintain or defend any such action from its first accrual or notice through any appellate proceedings and collection proceedings.

14. **Termination.** After the expiration of the lease term, this Agreement is automatically renewed from month to month, but may be terminated by either Party giving to the other a 30-day written notice of intention to terminate. The City Market Building shall be considered vacated only after all areas including storage areas are clear of all Lessee's equipment, and keys and other property furnished for Lessee's use are returned to the City. Should the Lessee hold over beyond the termination date or fail to vacate all possessions on or before the termination date, the Lessee shall be liable for additional rent and damages that may include damages due to the City's loss of prospective new tenants.

15. Agreement Condition Precedent. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the City's Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement; (ii) the Lessee duly authorizes and executes, and delivers this Agreement; and (iii) Lessee has secured necessary financing within 6 months of fulfillment of (i) and (ii).

16. Assignment of Agreement. Except as provided for in this Agreement pursuant to Section 11, no Party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other Party.

17. Interruption. During any period that Tenant's ability to operate is hindered by a force majeure (such as City or State orders which limit capacity or hours of operation), (1) rent for that same period shall be temporarily reduced in the same proportion as operating hours or capacity are ordered reduced, and (2) payment any such reduced rent will be deferred until, and amortized across, the next lease year.

18. Notices. Any notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by regular mail addressed to the Parties at their addresses specified below, and any notices given by mail shall be deemed to have been given as of the next business day following the date of posting.

In case of the City, addressed to or delivered personally to:

Attn: Director
Department of Economic Development and Planning
316 North Capitol Avenue
Lansing, MI 48933

and with a copy mailed or delivered to:

Attn: City Attorney
Office of the City Attorney
124 West Michigan Avenue
City Hall-5th Floor
Lansing, MI 48933

In case of the Lessee, addressed to or delivered personally to:

1515 W Lafayette, Suite 201

Detroit, MI 48216

and with a copy mailed or delivered to:

Either Party may change its address for notices, from time to time, by designating the new address in writing and forwarding it to the other Party as provided in this paragraph.

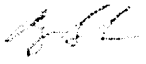
19. Amendment. No modification to or of this Agreement shall be binding upon any Party hereto until such amendment or modification is reduced to writing and executed by all Parties hereto. The City's approval of any substantive amendments to this Agreement requires approval by Lansing City Council, pursuant to its Charter and Ordinances. The determination of a substantive amendment will be made by the Lansing City Attorney. Non-substantive amendments can be made by the Mayor.
20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.
22. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
23. Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.
24. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.
25. Joint Drafting. This Agreement shall be construed as being jointly drafted by all Parties hereto.
26. Entire Agreement. The Agreement, including all exhibits attached and made a part hereof, contains all agreements between the Parties as of the Effective Date. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have signed this Agreement as of the date first above written.

CITY OF LANSING

LESSEE
Lansing Shuffleboard and Social Club LLC

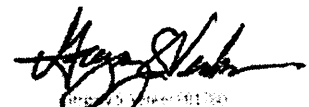
By: 
Andy Schor, Mayor

By: 
Its: Member

By: 
Chris Swope, Clerk

By: _____
Its: _____

Approved as to form:


By: _____
for James Smiertka, City Attorney

I certify that funds are available in Account
No. _____

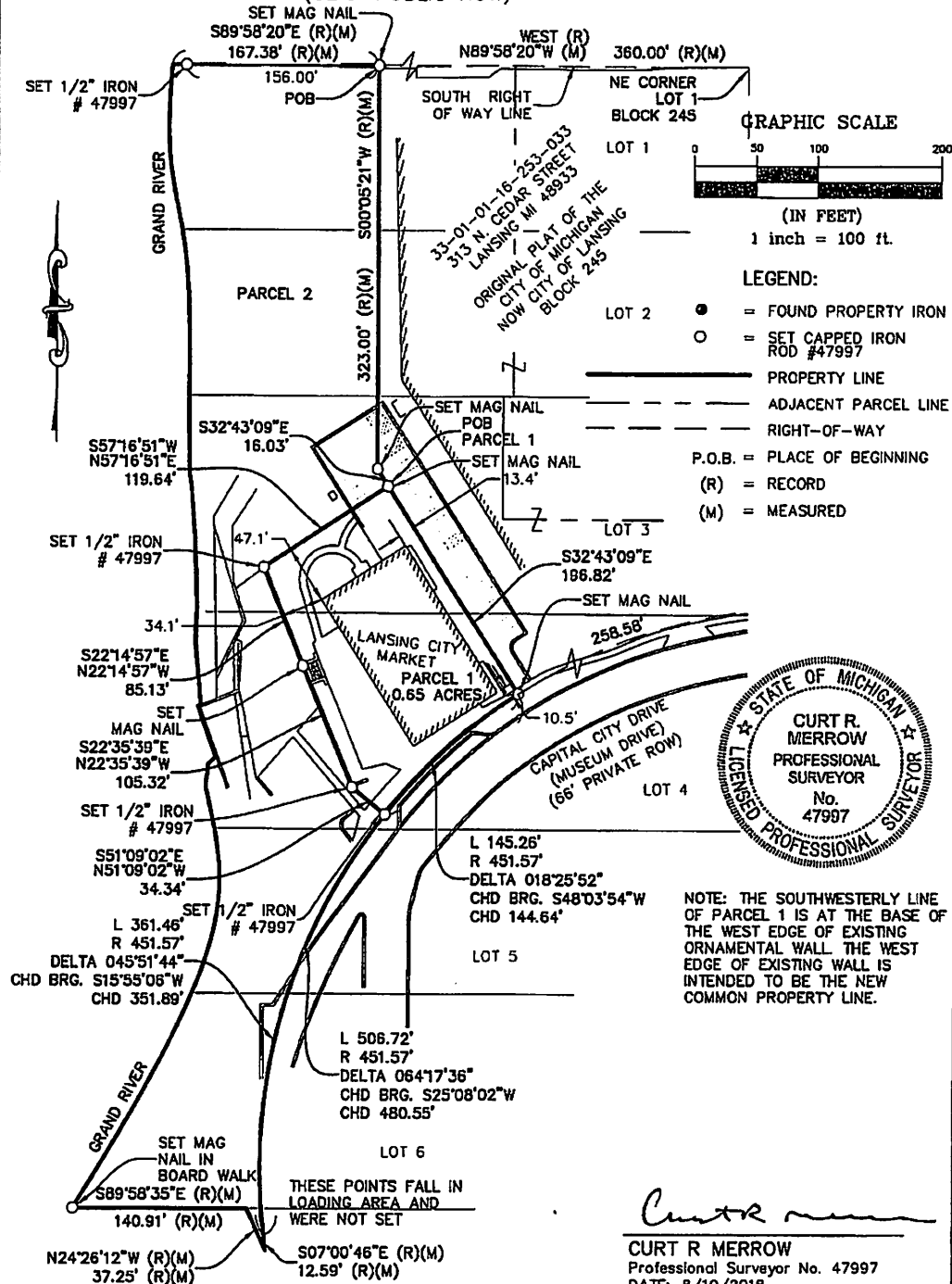
By: _____
Jeff Schamowske, City Controller

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION

Certificate of Survey

SHIAWASEE STREET

(82.5' PUBLIC ROW)



ENGINEERING PC

1210 N. CEDAR ST., Suite B
LANSING, Michigan 48906
PHONE: (517) 853-7886
FAX: (517)-853-7889

SURVEYED FOR:
CITY OF LANSING PARKS AND
RECREATION DEPARTMENT
200 N. FOSTER AVE.
LANSING, MI 48912
(517) 483-6936

FIELD: CRM	COMP: CRM
DRWG: RWL	CHKD: CRM
FILE NUMBER: CITY OF LANSING CITY MARKET SURVEY	
SHEET 2 OF 3	SHEET(S)

Certificate of Survey

LEGAL DESCRIPTION AS PROVIDED:

TAX PARCEL 33-01-01-16-253-002 (325 CITY MARKET DRIVE)
COMMENCING 360 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, THENCE S00°05'21"W 323 FEET;
THENCE S32°43'09"E 212.85 FEET; THENCE SOUTHWESTERLY ON A 451.57 FEET RADIUS CURVE TO THE
LEFT HAVING A CHORD BEARING S25°08'02"W 480.55 FEET; THENCE S07°00'46"E 12.59 FEET; THENCE
N24°26'12"W 37.25 FEET; THENCE N89°58'20"W 140.91 FEET TO GRAND RIVER; THENCE NORTHERLY ALONG
THE RIVER TO THE SOUTH RIGHT OF WAY OF SHIAWASSEE STREET; THENCE S89°58'20"E 167.38 FEET TO
THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING.

LEGAL DESCRIPTIONS AS SURVEYED:

PARCEL 1 (CITY MARKET BUILDING SITE)
COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1, AND
S00°05'21"W 323.00 FEET AND S32°43'09"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE
S32°43'09"E 196.82 FEET; THENCE SOUTHWESTERLY 145.26 FEET ALONG A 451.57 FEET RADIUS CURVE TO
THE LEFT HAVING A CHORD BEARING S48°08'54"W 144.64 FEET; THENCE N51°09'02"W 34.34 FEET; THENCE
N22°35'39"W 105.32 FEET; THENCE N22°14'57"W 85.13 FEET; THENCE N57°16'51"E 119.64 FEET TO THE
POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING,
CONTAINING 0.65 ACRES OF LAND, SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF
RECORD.

PARCEL 2
COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1 TO
THE POINT OF BEGINNING; THENCE S00°05'21"W 323.00 FEET; THENCE S32°43'09"E 16.03 FEET; THENCE
S57°16'51"W 119.64 FEET; THENCE S22°14'57"E 85.13 FEET; THENCE S22°35'39"E 105.32 FEET; THENCE
S51°09'02"E 34.34 FEET; THENCE SOUTHWESTERLY 145.26 FEET ALONG A 451.57 FEET RADIUS CURVE TO
THE LEFT HAVING A CHORD BEARING S15°55'06"W 351.89 FEET; THENCE S07°00'46"E 12.59 FEET; THENCE
N24°26'12"W 37.25 FEET; THENCE N89°58'20"W 140.91 FEET TO GRAND RIVER; THENCE NORTHERLY ALONG
THE RIVER TO THE SOUTH RIGHT OF WAY OF SHIAWASSEE STREET; THENCE S89°58'20"E 167.38 FEET TO
THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING,
SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF RECORD.



Curt R. Merrow
CURT R MERROW
Professional Surveyor No. 47997
DATE: 8/10/2018

 **ENGINEERING** PC
1210 N. CEDAR St., Suite B
LANSING, Michigan 48906
PHONE: (517) 853-7886
FAX: (517)-853-7889

SURVEYED FOR:
CITY OF LANSING PARKS AND
RECREATION DEPARTMENT
200 N. FOSTER AVE.
LANSING, MI 48912
(517) 483-6936

FIELD: CRM	COMP: CRM
DRWG: RWL	CHKD: CRM
FILE NUMBER: CITY OF LANSING CITY MARKET SURVEY	
SHEET 3 OF 3	SHEET(S)

EXHIBIT B
IMPROVEMENTS DESCRIPTION

**(Technical Description will be Attached Upon Final Drafting,
and is Subject to Final Approval by the City Administration)**

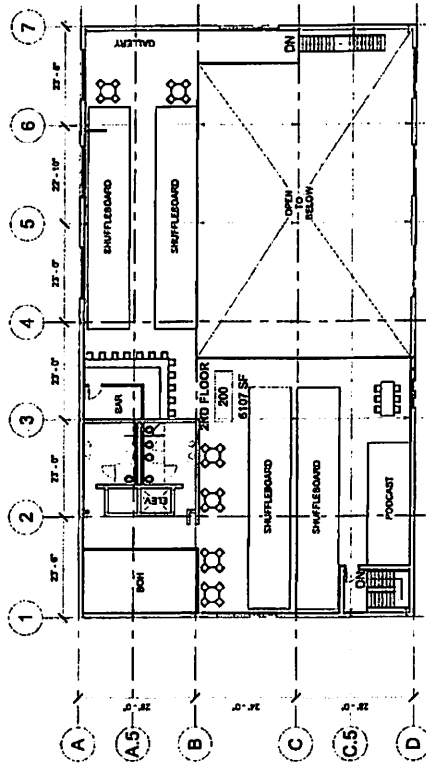
EXHIBIT C
IMPROVEMENTS DEPICTION

**(Formal Depictive Renderings will be Attached Upon Final Drafting,
and are Subject to Final Approval by the City Administration)**

[illegible]

Page 70 of 78

FLOOR PLANS



LANSING CITY MARKET
MUSEUM DRIVE, LANSING, MI

SECOND LEVEL
0 10 20 30
Feet
Scale: 1/4" = 1'-0"



DETROIT RISING
29

J. Patrick Howe

From: J. Patrick Howe
Sent: Tuesday, May 04, 2021 4:31 PM
To: Higbee, Brianne (LARA)
Subject: Re: Lansing Shuffleboard LL LLC RID 2103-02348
Attachments: City Market Lease_Second Amendment_Executed_4.28.2021.pdf

Hi Brianne,

As a follow up to my email from April 6th, attached please find a fully executed lease amendment that addresses the tenant name and the proposed address.

It appears that the Conditional License Application has been further updated since we last connected on this application. Do you need any updated application from us?

Thanks,
Pat



J. Patrick Howe
Attorney & Counselor at Law
280 N. Old Woodward, Suite 12
Birmingham, Michigan 48009
O. 248.385.3112
C. 248.835.2068
F. 888.450.1682
jphowe@jphowe.com
www.jphowe.com

NOTICE: Information contained in this transmission to the named addressee is proprietary information and is subject to attorney-client privilege and work product confidentiality. If the recipient of this transmission is not the named addressee, the recipient should immediately notify the sender at (248) 385-3112, and destroy the information transmitted without making any copy or distribution thereof.

NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code; or (b) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

From: J. Patrick Howe
Sent: Tuesday, April 6, 2021 2:17 PM
To: Higbee, Brianne (LARA) <HigbeeB1@michigan.gov>
Subject: RE: Lansing Shuffleboard LL LLC RID 2103-02348

Hi Brianne,

Updated Conditional License Application Form attached.

Applicant does not want the Specific Purpose Permit.

I am working on getting the lease updated. Thanks,

Pat



J. Patrick Howe
Attorney & Counselor at Law

280 N. Old Woodward, Suite 12

Birmingham, Michigan 48009

O. 248.385.3112

C. 248.835.2068

F. 888.450.1682

jphowe@jphowe.com

www.jphowe.com

NOTICE: Information contained in this transmission to the named addressee is proprietary information and is subject to attorney-client privilege and work product confidentiality. If the recipient of this transmission is not the named addressee, the recipient should immediately notify the sender at (248) 385-3112, and destroy the information transmitted without making any copy or distribution thereof.

NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code; or (b) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

From: Higbee, Brianne (LARA) <HigbeeB1@michigan.gov>

Sent: Tuesday, April 06, 2021 10:33 AM

To: J. Patrick Howe <jphowe@jphowe.com>

Subject: Lansing Shuffleboard LL LLC RID 2103-02348

See attached

Brianne Higbee

Departmental Tech

Michigan Liquor Control Commission

Physical Address: 525 W. Allegan St. | Lansing, MI 48933

Mailing Address: P.O. Box 30005 | Lansing, MI 48909

No Payment Fax: 517.763.0059 or 517.763.0063 | Payment Fax: 517.284.8557

higbeeB1@michigan.gov



LET'S **STAY SAFE** TOGETHER

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment (the “Amendment”) is made as of April 8th, 2021, between Lansing Shuffleboard and Social Club, LLC, a Michigan limited liability company, whose address is 1515 West Lafayette Boulevard, Suite 201, Detroit, MI 48216 (the “Lessee”), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the “City”) (the Lessee and the City are collectively the “Parties”), and amends the Lease Agreement between the Parties as placed on file with the Clerk of the City of Lansing on September 12, 2020 (the “Agreement”).

In this Amendment Parties agree to substitute Lansing Shuffleboard LL LLC with Lessee under the Agreement. Lansing Shuffleboard LL LLC is a wholly owned subsidiary of Lessee, and has the same ownership structure. The purpose of this substitution is to facilitate acquisition of a liquor license by Lessee for use as part of the Agreement.

Additionally the Parties clarify the address of the Property that is the subject of the Agreement, as the street name was changed from City Market Drive to Riverfront Drive.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. In all parts of the Agreement “Lansing Shuffleboard and Social Club, LLC” is removed and replace with “Lansing Shuffleboard LL, LLC”.
2. Subject to all terms and conditions of the Lease Agreement, the City agrees to substitute Lansing Shuffleboard LL, LLC as Lessee related to all rights and obligations in the Agreement.
3. Subject to all terms and conditions of the Agreement, Lansing Shuffleboard LL, LLC agrees to accept all rights and obligations as Lessee in the Agreement.
4. In Recital A, “City Market Drive” is removed and replaced with “Riverfront Drive”.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have signed this Agreement as of the date first above written.

CITY OF LANSING

By: _____
Andy Schor, Mayor

By: _____
Chris Swope, Clerk

CURRENT LESSEE,
LANSING SHUFFLEBOARD AND SOCIAL
CLUB, LLC

Jonathan Hartzell
By: Jonathan Hartzell
Its: Manager

By: _____
Its: _____

SUBSTITUTE LESSEE,
LANSING SHUFFLEBOARD LL, LLC

Jonathan Hartzell
By: Jonathan Hartzell
Its: Manager

By: _____
Its: _____

Approved as to form:

By: _____
James Smiertka, City Attorney

I certify that funds are available in Account
No. _____

By: _____
Jeff Scharnowske, City Controller

**City Market Lease
DRAFT – 2/25/2021
Proposed Second Amendment**

RESOLUTION 2021-_____

**BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Lansing Shuffleboard LL, LLC for a transfer of Class C and new SDM liquor license.

WHEREAS, the COMMITTEE ON CITY OPERATIONS met on July 7, 2021 to review the request with affirmative action taken;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Lansing Shuffleboard LL, LLC for a transfer of Class C and new SDM liquor license;

BE IT FURTHER RESOLVED, the City Clerk is requested to notify the Michigan Liquor Control Commission of the action taken.