



CITY OF GROSSE POINTE WOODS
NOTICE OF MEETING AND AGENDA
***REVISED* COMMITTEE-OF-THE-WHOLE**
Monday, November 18, 2024 at 7:00 PM

Robert E. Novitke Municipal Center - Council/Court Room
20025 Mack Plaza, Grosse Pointe Woods, MI 48236
(313) 343-2440

Mayor Arthur W. Bryant has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, November 18, 2024 at 7:00 PM**. The meeting will be held in the Council Chambers/Municipal Court Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ACCEPTANCE OF AGENDA**
- 4. ITEMS FOR DISCUSSION**
 - A. Consideration of Approval of the Special Land Use for a Class C Licensed Restaurant at 20710 Mack Avenue: Daily Jam GP, LLC
 - 1) Verbal Update - City Planner Wolf
 - B. Consideration of Approval of the Special Land Use for a Class C Licensed Restaurant at 20195 Mack Avenue: BCM Restaurants, LLC
 - 1) Verbal Update - City Planner Wolf
 - C. Issuance Recommendation of the City's Remaining Class C Liquor License
 - 1) Memo 11/11/24 - City Administrator Schulte
 - 2) Proposed Agreement Restricting Certain Transfer of Class C Liquor License
 - 3) Proposed Memorandum of Understanding
 - 4) Proposed Local Government Approval Resolution - Form LCC-106
- 5. IMMEDIATE CERTIFICATION OF MINUTES**
- 6. NEW BUSINESS/PUBLIC COMMENT**
- 7. ADJOURNMENT**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse

cc: Council - 7	Treasurer/Comptroller	Assistant City Administrator
City Administrator	City Clerk	Post - 4
City Attorney	Email Group/Media	

Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.



CITY OF GROSSE POINTE WOODS
MEMORANDUM

DATE: November 11, 2024

RECEIVED

TO: Mayor and City Council

NOV 13 2024

FROM: Frank Schulte

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

SUBJECT: Issuance recommendation of the city's remaining Class C liquor license to Daily Jam GP, LLC and Memorandum of Understanding between BCM Restaurants, LLC aka Lola's Taco (20195 Mack Avenue) and Daily Jam GP, LLC

Daily Jam GP, LLC and BCM Restaurants, LLC aka Lola Taco's Bar are new restaurants seeking the city's last available Class C liquor license in Grosse Pointe Woods. At the September 9, 2024 city council meeting, the item was tabled until they both perused a site plan review and a special land use recommendation from the planning commission.

Instead of allowing only one restaurant to secure the remaining city license, administration reached out to both owners to discuss the possibility of negotiating and sharing the cost of securing a second license. This way, neither would be left without a license nor have to pay full price for one. After several discussions, they came to a mutual understanding.

As outlined in the attached Memorandum of Understanding (MOU), Daily Jam GP, LLC will share the expense of obtaining a Class C Liquor License for BCM Restaurants, LLC on the premise that city council agrees to grant its last quota license to Daily Jam GP, LLC.

In addition, the MOU states that BCM Restaurants, LLC *"shall withdraw its application for the city License."*

In addition, it is understood that the city's recommendation to the MLCC is conditioned upon Daily Jam GP, LLC signing an agreement which provides that if or when Daily Jam GP, LLC no longer needs the city's quota license that it will be returned to the city. This agreement and the MOU will allow both restaurants to move forward with their business plans at a lower cost. In this scenario, everyone wins and both can proceed with their plans.

It is my recommendation that city council agree to submit the Local Government Approval Resolution to the Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission for consideration of issuance of the city's last Class C liquor license be given to the Daily Jam GP, LLC (20710 Mack Avenue), conditioned upon and subject to Daily Jam GP, LLC signing an Agreement Restricting Transfer of the Class C Liquor License.

Recommended for Approval:



Frank Schulte, City Administrator

**AGREEMENT RESTRICTING CERTAIN TRANSFER
OF CLASS C LIQUOR LICENSE**

City of Grosse Pointe Woods, Michigan

This Agreement is made and entered into this _____ day of _____, 2024, by and between DAILY JAM GP, LLC, a Michigan limited liability company (the "Applicant"), and THE CITY OF GROSSE POINTE WOODS, a Michigan municipal corporation (the "City").

RECITALS

- A. The Applicant has requested that the City recommend to the Liquor Control Commission (the "MLCC") approval of the issuance of a new Class C liquor license ("New Quota License") from the City's quota of such licenses for use at 20710 Mack Avenue, Grosse Pointe Woods, Michigan 48236; and
- B. As of the date of this Agreement, the City has only one (1) New Quota License available for possible issuance; and
- C. The City's ability to encourage economic development and business growth within the City is enhanced by the City's ability to award New Quota Licenses; and
- D. The City's ability to encourage economic development and business growth within the City may be undermined if current liquor licensees are able to transfer the location of the quota license to a location outside the boundaries of the City; and
- E. The City has determined that it is critical to accomplish its goals for the remaining one New Quota License to remain in the City; and
- F. Under Section 501 of the Michigan Liquor Control Code of 1998 (MCL 436.1531), it is within the City's discretion to approve the issuance of the New Quota License and the City is not required to issue a minimum number of New Quota Licenses; and
- G. Based on the above, the City has decided that it will not issue the New Quota License to the Applicant unless the Applicant is willing to abide by the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

1. The Recitals above are incorporated herein by reference and expressly agreed to and made a part of this Agreement for all purposes.
2. The City will, in reliance upon the Applicant's agreement herein, recommend to the MLCC approval of the New Quota License to be utilized at 20710 Mack Avenue, Grosse Pointe Woods, Michigan 48236.
3. The Applicant agrees that if for any reason it should discontinue the use and operation of the New Quota License for a period in excess of ninety (90) consecutive days without the prior written consent of the City, then, and in that event, the Applicant shall return the New Quota License to the MLCC and shall request that its rights to the license be terminated and that the license not be placed or continued in escrow, but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (MCL 436.1531).
4. Nothing in this Agreement shall prohibit the Applicant from selling, assigning, or transferring its interest in the license and/or business, nor from transferring the location of said license within the boundaries of the City, subject to the prior approval of the City.
5. Prior to the Applicant transferring, selling or assigning its interest in the New Quota License and/or business to another person or entity, the Applicant shall present to the City for approval a new agreement incorporating the same terms and conditions of this Agreement, fully executed by the transferee, purchaser or assignee, verifying that the transferee, purchaser or assignee agrees to abide by the terms of this Agreement.
6. The City and the Applicant acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by the Applicant, the City will not be able to be adequately compensated in damages. It is, therefore, agreed that in the event of

a default by the Applicant hereunder, the City shall have the right to enforce the terms and provisions hereof by an action for specific performance, and if the City prevails in such action, it shall be entitled to recover its costs and attorney fees.

7. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to its conflicts of law principles, or any principles that may require the application of the laws of any other jurisdiction.

8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.

9. No waiver, alteration, amendment or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

10. It is the intention of the parties that this Agreement is not made for the benefit of any private third party.

11. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings.

CITY OF GROSSE POINTE WOODS

By: Arthur W. Bryant
Its: Mayor

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me by Arthur W. Bryant, Mayor, on behalf of the City of Grosse Pointe Woods, on the _____ day of _____, 2024.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is hereby entered into as of the date of the final signature below (the “Effective Date”) by and between BCM Restaurants LLC (“BCM”) and DAILY JAM GP, LLC (“DAILY JAM”) (collectively referred to as the “Parties” and individually as a “Party”).

RECITALS:

A. BCM has applied for the last available Michigan Liquor Control Commission (“MLCC”) allowed quota Retail – On Premises Class C license (“City License”) from Grosse Pointe Woods City.

B. DAILY JAM has also applied for the License.

C. BCM and DAILY JAM wish to enter into this Agreement whereby DAILY JAM will obtain the City License. BCM purchases a third party Wayne County Class C liquor License (“Third Party License”), and for DAILY JAM to contribute to one half the cost of the purchase of the Third Party License.

D. This Agreement shall constitute a binding agreement between the Parties.

NOW, THEREFORE, for adequate consideration, the value of which is hereby acknowledged and accepted as sufficient by the Parties, the Parties agree as follows:

MATERIAL TERMS AND CONDITIONS:

1. The above-stated Recitals to this Agreement are incorporated by reference as though fully stated herein.
2. BCM shall withdraw its application for the City License.
3. BCM shall purchase the Third Party License for a purchase price up to Eighty Thousand (\$80,000.00) Dollars for use at 20195 Mack Ave., Grosse Pointe Woods, MI. BCM shall use best efforts to purchase said license for as low a price as reasonably possible.
4. DAILY JAM shall pay for one half of the purchase price of the Third Party License and shall place in escrow with BCM’s attorney’s client trust account the amount Forty Thousand (\$40,000.00) Dollars (“Escrowed Funds”) within three business days of the execution of this Agreement. IF BCM’s price for the license is lower than \$80,000.00,

Daily Jam will be refunded ½ of the difference, so that Daily Jam and BCM each contribute ½ of the purchase price of the Third Party License.

5. BCM shall use the Escrowed Funds to purchase the Third Party License. BCM shall have an executed P/A on a Liquor License no later than 12-31-24. If BCM Restaurants LLC does not have an executed Purchase Agreement on or before December 31, 2024, the escrowed funds will be returned to DAILY JAM GP LLC.
6. BCM agrees, through its affiliated entity, to purchase the real estate, commonly known as 20195 Mack Ave., Gross Pointe Woods, MI, on or before December 31, 2024. If BCM, through its affiliated entity, does not close on the purchase of the above mentioned real estate by December 31, 2024, the Escrowed Funds will be returned to DAILY JAM. If BCM Restaurants LLC does not close on the purchase of the Third Party License by June 30, 2025, the Escrowed Funds will be returned to DAILY JAM.
7. BCM shall obtain MLCC approval on or before June 30, 2025. If BCM Restaurants LLC does not received MLCC approval on or before June 30, 2025, the Escrowed Funds will be returned to DAILY JAM.
8. Miscellaneous.
 - a. Each Party represents and warrants that it has all required authorizations to enter into and perform its obligations under this Agreement.
 - b. This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan exclusive of conflict or choice of law rules. Any action arising from this Agreement shall be filed in Wayne County, Michigan.
 - c. The Parties may not assign this Agreement, without the prior written consent of the other Parties unless such assignment is made to their individual trusts.
 - d. The signatures of the Parties who sign different counterparts of this Agreement shall have the same effect as if those Parties had signed the same counterpart of this Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile or electronic mail/pdf signatures of the Parties executing this Agreement shall bear the same weight and authority as if an original signature.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the Parties

has executed a counterpart of this Agreement as of the Effective Date set forth above.

BCM Restaurants LLC

DAILY JAM GP, LLC

By: _____
Branden McRill, Authorized Member

By: _____
_____, Authorized Member

Date: _____

Date: _____



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (name of township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of township, city, village)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059