

Husaynu & Plezia, P.C.
Attorneys at Law

October 09, 2024

Ryan A. Husaynu
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Suite 440
Birmingham, Michigan 48009
Telephone (248) 356-7979
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HAND DELIVERED
City of Novi
Office of the City Clerk
45175 Ten Mile Road
Novi, Michigan 48375

RE: Cantaritos Fiesta Mexican Restaurant, LLC Liquor License Application
20901 Haggerty Road, Novi, Michigan 48375

Dear Sir/Madam:

Enclosed please find Questionnaire Parts A&B of the City's Liquor License Application for Cantaritos Fiesta Mexican Restaurant, LLC for the property at 20901 Haggerty Road. The property is properly zoned for a Class C license and was previously a Chili's restaurant. Enclosed are the requested documents, including a proposed menu and drawings. As the applicant is a limited liability company, Articles of Organization and the operating agreement are attached.

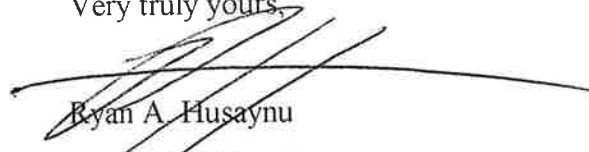
There are three members/owners of the applicant. Accordingly, I attach a check in the amount of \$1,630.00 for the application fee. Questionnaire C for each member is being submitted to the Novi Police Department.

The application references a response to the Novi Alcoholic Liquor Ordinance, Article II, Section 3.14 (a) *Facilities*. There is no such reference, so no response is given. In addition, the applicant does not seek a new license. The applicant and its members have in previous businesses always agreed to abide by ordinances in compliance with the State of Michigan and United States constitutions.

Should you have any questions or need any additional information, please contact me.

Thank you.

Very truly yours,



Ryan A. Husaynu
ryanhnaich@gmail.com

RAH

Enclosures

cc Clients



CITY OF NOVI, MICHIGAN

Liquor License Application

Questionnaires A and B

**Questionnaires A and B are to be
completed and returned to the
Novi City Clerk's Office**

Licensing Policy

This article establishes an application and review process for the issuance of both new licenses and the transfer of existing licenses into the city or between or among applicants. The process is intended to ensure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the city meet certain minimum requirements as to criminal history, past conduct, and ongoing business operation standards. It requires city council review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the city any and all discretion afforded it under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the city and its inhabitants resulting from the granting of the license. While all of the criteria set forth in this article are relevant to the decision whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

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

The weight to be given to each item of the criteria identified in this article, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the city council.

Requirements and Procedures

1. Complete the Michigan Liquor Control Commission Application. Contact M.L.C.C. in Lansing at 517-322-1400 or toll free 1-866-813-0011.
2. Fully complete the **Novi Liquor License Application Questionnaires A and B** and return them to the City of Novi Clerk's Office within 30 days. Complete **Questionnaire C** and return it to the Novi Police Department within 30 days.
3. Please review and include with the applicant's initial **cover letter**, a response to the Novi Alcoholic Liquor Ordinance, Article II, Section 3.14 (a) *Facilities for which new licenses may be granted*.
4. Attach a non-refundable **application fee** of \$1,000.00, plus \$210.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the City of Novi.
5. ***Site Plan** (1 copy - signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.
6. ***Building Façade Plan** (1 copy - signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Novi Planning and Community Development Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.
7. ***Interior Plan with seating arrangement** (1 copy - signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the City of Novi Building Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.
8. One full copy of the **menu**.
9. **Administrative Special Land Use** (see next page).
10. Provide any other information pertinent to the applicant and operation of the proposed facility that may be required by the Novi Alcoholic Liquor Ordinance, Article II.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have received approval in conjunction with the liquor licensing process. Applicant must submit separate plans and fees as required by other City of Novi departments and consultants in accordance with standard review procedures, if applicable.

Administrative Special Land Use

In addition to the Liquor License procedures noted above, any new establishment serving alcoholic beverages, and/or any expansion or significant change of site plan for an existing establishment, will need to follow the administrative Special Land Use public hearing process through the Community Development Department. The following must be submitted directly to the Community Development Department when a Liquor License application is submitted.

- **Application for Site Plan and Land Use Approval form.**
- Completed **Service of Alcoholic Beverages Special Land Use Application Checklist**, along with four sets of site plans and narratives as described in the checklist.
- Special Land Use **fees** (and possibly Site Plan review fees) will be assessed to the applicant.

The applicant is asked to contact the Community Development Department Planning Division at (248) 347-0475 to determine exactly what is needed for the Special Land Use application and site plan.

The Special Land Use and public hearing process will be handled by a committee represented by members of the Community Development Department, Public Services, and Assessing Departments for any new liquor license application, or for those applications that request an amendment to a site plan. The results of the special land use consideration and the public hearing process will be forwarded to the City Council for consideration along with the consideration of the Liquor License.

Special Circumstances

Transfers that involve the following circumstances may be placed on a City Council agenda for consideration without payment of a fee and without the necessity of furnishing the information required for new licenses:

- (1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.
- (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.
- (3) The occurrence of any of the following events:
 - (a) A corporate stock split of a licensed corporation.
 - (b) The issuance to an existing stockholder of a licensed corporation of previously unissued stock as compensation for services performed.
 - (c) The redemption by a licensed corporation of its own stock.
 - (d) A corporate public offering.

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

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

1(a). Name, address and phone number of applicant:

Cantaritos Fiesta Mexican Restaurant LLC

17037 Clarran Street

Melvindale, MI 48122

Ryan A. Husaynu 248-356-7979

1(b). Name, address and phone number of business:

10901 Haggerty Road

Novi, MI 48375

TBD

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

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

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

Theme of Proposed Business:

Mexican Restaurant with sale of alcohol

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

20901 Haggerty Road, Novi, MI 48375 LEGAL DESCRIPTION ATTACHED

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

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

1(a). Name, address and phone number of applicant:

Victor Torres Vazquez, Member

1(b). Name, address and phone number of business:

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

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

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

Theme of Proposed Business:

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

20901 Haggerty Rd. Novi MI 48375

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

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

1(a). Name, address and phone number of applicant:

Fernando Herrera, Member

1(b). Name, address and phone number of business:

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

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

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

Theme of Proposed Business:

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

20901 Haggerty Rd. Novi MI 48375

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

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

1(a). Name, address and phone number of applicant:

1(b). Name, address and phone number of business:

Roberto Torrijos Ruiz, Member

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

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

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

Theme of Proposed Business:

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

20901 Haggerty Rd Novi MI 48375

Questionnaire B – Administrative Background Information for Liquor License

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

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

The owners have over 10 years of experience in restaurant/alcohol business with ownership in a Royal Oak restaurant that serves alcohol

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

See above.

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

Excellent.

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

The owners have sound financial ability.

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

There are none.

6. Does the applicant use alcoholic beverages to excess?

None on the members do this.

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

The applicant will be operating a former Chilis location (vacant for over one year), providing a positive economic benefit to surrounding area.

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

There would be no negative effect.

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

Cantaritos and the landlord are involved in renovations to the facility and have obtained all necessary permits and approvals, consistent with the state of renovations.

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

The Cantaritos concept will provide an alternative location where families may enjoy good food and alcohol at competitive prices.

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

See answer #10.

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

See answer #9.

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

There will be no adverse effect on traffic based on the location.

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

There are several alcohol-licensed restaurants near the Eight Mile Haggerty corridor, many outside the City of Novi. Nearly all of them are chains.

Cantaritos is a unique restaurant, making authentic Mexican food and drinks with quality ingredients.

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

The facility is located in an older developed area of Novi, which has retail, office and hotel facilities.

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

Cantaritos would benefit the business establishments by providing synergy. There are no residential, church or school areas nearby.

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

The applicant and landlord have made substantial financial commitments.

18. What utilities are available to serve the facility?

Water, Sewer, Gas, Electric.

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

There is one other Cantaritos Mexican Restaurant concept operating and doing well in downtown Royal Oak, with very favorable reviews

Legal Description

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

A part of the Southeast 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the Southeast corner of said Section 36, thence South 87 degrees 20 minutes 09 seconds West, 1022.07 feet, along the South line of said Section 36 and the centerline of Eight Mile Road; thence North 01 degrees 49 minutes 13 seconds West, 100.01 feet, to the North line of said Eight Mile Road, and the point of beginning; thence North 01 degrees 49 minutes 13 seconds West 191.42 feet; thence North 87 degrees 20 minutes 09 seconds East, 299.86 feet, to the Westerly line of Haggerty Road; thence South 07 degrees 23 minutes 54 seconds West, 135.78 feet, along the Westerly line of said Haggerty Road; thence South 54 degrees 55 minutes 11 seconds West, 107.65 feet, along the Westerly line of said Haggerty Road, to the Northerly line of said Eight Mile Road; thence South 87 degrees 20 minutes 09 seconds West, 188.08 feet, along the Northerly line of said Eight Mile Road, to the point of beginning.

20901 Haggerty Road, Novi, MI



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:

CANTARITOS FIESTA MEXICAN RESTAURANT 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: VICTOR TORRES VAZQUEZ

2. Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

3. Registered Office Mailing Address:

P.O. Box or Street

Address:

Apt/Suite/Other:

City:

State:

Zip Code:

Signed this 10th Day of April, 2024 by the organizer(s):

Signature	Title	Title if "Other" was selected
Victor Torres Vazquez	Organizer	
Roberto Torrijos Ruiz	Organizer	
Fernando Herrera	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

CANTARITOS FIESTA MEXICAN RESTAURANT LLC

ID Number: 803198859

received by electronic transmission on April 10, 2024 ***, is hereby endorsed.***

Filed on April 10, 2024 ***, 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 10th day of April, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

**OPERATING AGREEMENT
FOR MEMBERS, MEMBER MANAGED
OF
CANTARITOS FIESTA MEXICAN RESTAURANT, LLC**

DATE: May 10, 2024

COMPANY: CANTARITOS FIESTA MEXICAN RESTAURANT , LLC
a Michigan limited liability company

RECITAL:

The parties to this Agreement ("Members") are signing this Agreement for the purpose of forming a limited liability company under the Limited Liability Company Act of the State of Michigan ("Act").:

1. FORMATION

1.1 Name. The name of this limited liability company ("Company") is CANTARITOS FIESTA MEXICAN RESTAURANT, LLC.

1.2 Articles of Organization. Articles of Organization for the Company were filed with the Secretary of State for the State of Michigan on April 10, 2024.

1.3 Duration. The Company will exist until dissolved as provided in this Agreement.

1.4 Principal Office. The Company's principal office will initially be at 17037 Clarann St., Melvindale, MI 48122, but may be relocated by the Members at any time.

1.5 Designated Office and Agent for Service of Process. The Company's initial designated office will be at 17037 Clarann St., Melvindale, MI 48122, and the name of its initial agent for service of process at that address will be Victor Torres Vazquez.

The Company's designated office and its agent for service of process may only be changed by filing notice of the change with the State of Michigan.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in any lawful business that a limited liability company may engage in under the Act. The Company has the power to do all things necessary or in furtherance of that business. The specific purpose

of this Company is to operate a Mexican themed restaurant in the City of Novi, including the sale of alcoholic beverages.

1.7 Title to Assets. Title to all assets of the Company will be held in the name of the Company. The Members do not have any right to the assets of the Company or any ownership interest in those assets except as a result of the Member's ownership of an interest in the Company.

2. MEMBERS

2.1 Name and Address. The names of the Members, percentage of Membership Interest and number of Units issued in the Company are:

<u>NAME:</u>	<u>INTEREST</u>	<u># OF UNITS</u>
Victor Torres Vazquez	35%	350
Roberto Torrijos-Ruiz	35%	350
Fernando Herrera	30%	300

2.2 Withdrawal by a Member. If any Member seeks to withdraw from the Company, he shall first offer his interest to the remaining Members in proportion to their ownership interest. The price and terms shall be agreed upon by the parties. If the parties are unable to agree on the terms of the withdrawal, then the matter shall be submitted to binding arbitration through the American Arbitration Association and an award rendered may be entered as a judgment in any court of competent jurisdiction.

2.3 If the remaining Members decline to purchase the Membership Interest of the withdrawing Member, then the withdrawing Member shall have the right to sell or otherwise transfer his interest to any other party.

2.4 Additional Members. Except as provided in Paragraph 2.2 and 2.3, additional Members may be admitted only by written consent of all the Members.

2.5 If any Member dies or become incompetent, then his Membership Interest may be assigned/transferred to his estate/trust without the consent of the other Members of the Company, notwithstanding anything to the contrary contained elsewhere in this Operating Agreement. The estate/trust shall then be considered a Member.

2.6 Transfer of Member's Interest. Except as provided in this *Section 2. MEMBERS*, no Member's interest shall be transferred voluntarily or by operation of law unless consented to by all Members of the Company. Each Member shall have the right of first refusal to purchase

the Units of any other Member for fair market value according to the proportionate share of the purchasing Member.

3. CAPITAL

3.1 Initial Capital Contribution. The initial capital contributions of the Members are listed in Schedule A herein.

3.2 Additional Contributions. Except as otherwise provided in the Act, the Members are not required to contribute additional capital to the Company. But the Members may make additional capital contributions to the Company from time to time upon unanimous vote of the Members.

3.3 No Interest on Capital Contributions. No interest will be paid on capital contributions.

3.4 Capital Account. A capital account will be maintained for the Members. The Members' capital account will be credited with all capital contributions made by the Members and with all income and gain of the Company, and the Members' capital account will be charged with the amount of all distributions made to the Members and with all losses and deductions of the Company.

3.5 Loan by Member. In the event the majority of Members vote to make additional capital contributions, but not the majority, then any additional funds advance to the Company by a Member shall be considered a loan by such Member(s) to the Company, payable with ten percent (10%) interest until fully paid. Such Member Loan(s) shall be paid prior to distributions of profits.

4. PROFITS AND LOSSES AND DISTRIBUTIONS

4.1 Profits and Losses. The entire net profit or net loss of the Company for each fiscal year will be allocated to the Members according to their proportionate Membership Interest and must be reported by the Members on all federal, state, and local income and other tax returns required to be filed by the Members.

4.2 Distributions. Subject to the restrictions governing distributions under the Act, distributions of cash or property may be made from time to time by the Company to the Members, as the Members direct. But the assets of the Company may not be used to pay the expenses not related to the business of the Company.

5. ADMINISTRATION OF COMPANY BUSINESS

5.1 Management. Management of the Company shall be vested in all Members, being Victor Torres Vazquez, Roberto Torrijos-Ruiz, and Fernando Herrera.

5.2 Authority of Members. The Members shall have full authority to act on behalf of the Company on all matters.

5.3 Voting. The Members shall vote in proportion to their Membership Interest in the Company, and a majority vote shall be deemed a decision of the Company.

5.4 Day To Day Operations. Victor Torres Vazquez shall have full authority to manage the day to day operations of the Company's business, unless otherwise voted upon by the Members. Victor Torres Vazquez shall be paid a salary for his services in managing the day to day operations of the Company's business.

6. ACCOUNTING AND RECORDS

6.1 Books and Records. The Company may keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business. The books and records are to be available for inspection by the Members at the principal office of the Company.

6.2 Separate Accounts. The funds, assets, properties, and accounts of the Company must be maintained separately and may not be commingled with those of the Members or any other person.

6.3 Fiscal Year. The fiscal year of the Company will be the calendar year.

7. DISSOLUTION AND WINDING UP

7.1 Events of Dissolution. The Company will dissolve upon the earlier of

- (a) Approval of dissolution by the Members,
- (b) Such time as the Company has no Members, or
- (c) By operation of law.

Neither the death, incompetency, nor bankruptcy of the Members nor the assignment of the Member's entire Membership interest will not dissolve the Company.

7.2 Winding Up and Liquidation. Upon the dissolution of the Company, the affairs of the Company must be wound up by the Members. If the affairs of the Company are to be wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must then be promptly liquidated. The proceeds must first be paid to creditors of the Company in satisfaction of all liabilities and obligations of the Company, including, to the extent permitted by law, liabilities, and obligations owed to the Members as a creditor. Any remaining proceeds may then be distributed to the Members. Property of the Company may be distributed in kind in the process of winding up and liquidation.

7.3 Negative Capital Account. If any Member has a negative balance in the Member's capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person.

8. INDEMNIFICATION AND LIABILITY LIMITATION

8.1 Indemnification. The Company must indemnify the Members to the fullest extent permissible under the law of the State of Michigan, as the same exists or may hereafter be amended, against all liability, loss, and costs (including without limitation attorneys' fees) incurred or suffered by the Members by reason of or arising from the fact that the Member is or was a Member of the Company, or is or was serving at the request of the Company as Manager, Member, officer, employee, or agent of the Company. The Company may, by action of the Members, provide indemnification to employees and agents of the Company who are not Members. The indemnification provided in this section will not be exclusive of any other rights to which any person may be entitled.

8.2 Personal Guarantee. In order to operate the Mexican themed restaurant, it is anticipated that the Company shall enter into a lease agreement with NOVI RETAIL MANAGEMENT II LLC, which will require the personal guarantee of Victor Torres Vazquez. In the event the landlord asserts a claim under the guarantee, the other Members agree to indemnify payment of such obligation based on the percentage interest each Member owns in the Company, and in the event a Member pays more than his proportionate share pursuant to a guaranty to the landlord the remaining Members shall reimburse that Member in proportion to his/her percentage interest within thirty (30) days after written demand therefore is received. Any contribution payment which is not paid when due shall bear interest at the rate of ten (10%) percent per annum until paid in full.

9. MISCELLANEOUS PROVISIONS

9.1 Amendment. The Members may by unanimous consent, amend, or repeal all or part of this Agreement by written instrument. However, the parties

9.2 Governing Law. This Agreement will be governed by the laws of the State of Michigan.

9.3 Severability. If any provision of this Agreement is invalid or unenforceable, it will not affect the remaining provisions.

10. Any controversy between the Members shall be submitted to binding arbitration, and a decision rendered may be entered as a judgment in any court of competent jurisdiction.

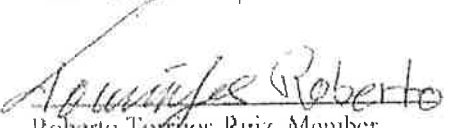
11 DISCLOSURE AND WAIVER OF CONFLICT OF INTEREST. Each Member acknowledges and agrees that the law firm of Husaynu & Plezia PC ("HPPC") has represented and may continue to represent the Company and has been requested to prepare this Operating Agreement. The Members understand and acknowledge that the interest of the Members in connection with and arising under this Agreement may conflict or be adverse to the financial and other interests of the others and that such potentially adverse interests of the Members, places HPPC in a conflict of interest in connection with the drafting of this Agreement. The Members have independently determined that the terms and conditions of this Agreement are fair and reasonable. The Members hereby waive any and all resulting conflicts of interest. The Members hereby acknowledge that they have been advised to retain independent counsel to review the terms and conditions of this Agreement and hereby consent to the continued representation by HPPC of a Manager and/or his affiliates in connection with this Agreement and any matters arising under this Agreement

MEMBER APPROVAL:

Date: May 10, 2024


Victor Torres Vazquez, Member

Date: May 10, 2024


Roberto Torres-Ruiz, Member

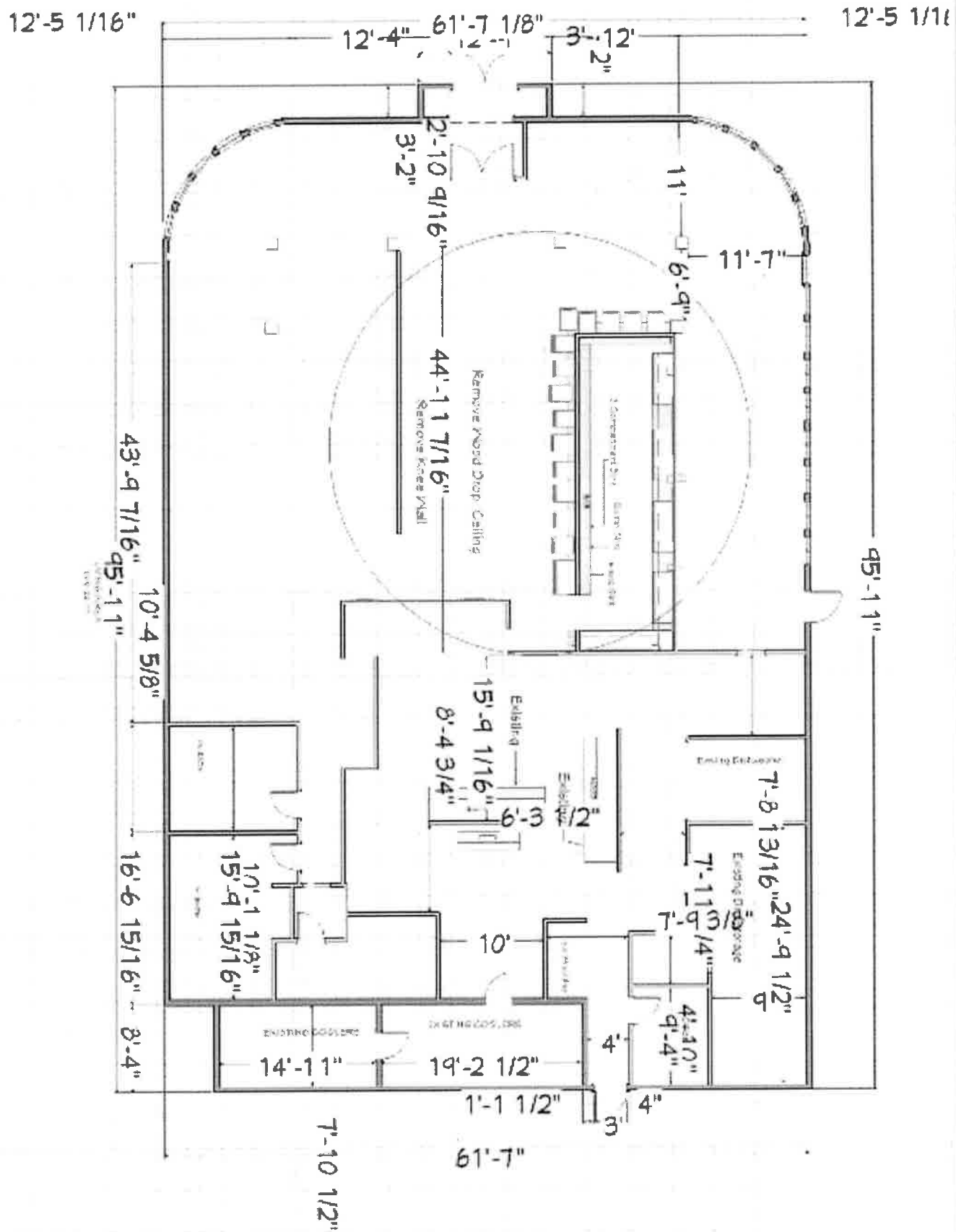
Date: May 10, 2024


Fernando Herrera, Member

SCHEDULE A

List name of Member, Membership Interest, Address, and Capital Contribution:

Name	Membership Interest	Units	Capital Contribution
Victor Torres Vazquez	35%	350	35,000
Roberto Torrijos-Ruiz	35%	350	35,000
Fernando Herrera	30%	300	30,000



APPETIZERS

REFILL CHIPS & SALSA 3

CHIPS TRIO 13

Guacamole, Queso Dip & Salsa.

QUESO-DIP 6

GUACAMOLE-DIP 6

CHORI-QUESO 12

Queso dip with chorizo.

FRESH GUACAMOLE 13

Made to order with chunky avocado, cilantro, onions, tomato, jalapeño and lime Juice.

ESQUITES 10

Corn off the cob, onions, queso fresco, lime, tajin and mayo.

TOSTADAS DE CAMARON 16

Two tostadas topped with shrimp, cabbage, pico de gallo, sour cream, chipotle ranch, queso fresco and avocado.

TOSTADAS DE CEVICHE 16

Two tostadas topped with shrimp & fish marinated in lime juice, mix with pico de gallo and avocado.

TAQUITOS 14

4 Crispy rolled corn tortillas, filled with shredded chicken or potatoes. Served with lettuce, pico de gallo sour cream and queso fresco.

8 PC CHICKEN WINGS 12

• BBQ • BUFFALO

ASADA FRIES 18

Waffle fries, topped with steak, cheese dip, pico de gallo, guacamole, sour cream and queso fresco.

BOTANA 18

Corn tortilla chips with cheese, choice of steak, chicken, carnitas, chorizo or pastor, sour cream, pico de gallo, guacamole and jalapeños.

NACHOS SUPREME 18

Corn tortilla chips with cheese, refried beans, shredded chicken, ground beef, lettuce, sour cream, pico de gallo, and jalapeños.

NACHOS FAJITA 22

Corn tortilla chips with cheese, choice of steak, chicken or shrimp cooked with grilled onion and bell pepper. Topped with pico de gallo, guacamole and sour cream.

QUESADILLA 16

Flour tortilla stuffed with cheese and your choice of meat. Served with lettuce, sour cream, pico de gallo and guacamole.

•Veggie (V) • Pastor •Carnitas • Grilled Chicken • Steak

QUESADILLA FAJITA 18

Grilled onion and bell pepper. Served with, lettuce, guacamole pico de gallo and sour cream.

Your choice of meat:

• Chicken • Steak • Shrimp

SOUPS

CHICKEN TORTILLA SOUP 7

Shredded chicken chipotle, topped with tortilla strips, avocado, sour cream and queso fresco.

CALDO DE MARISCOS 25

7 Seas Soup. Broth with crab legs, shrimp, fish, mussels, octopus, baby clams, scallops and vegetables.

BIRRIA JALISCO 24

Slow cooked marinated beef stew, with Mexican spices served with rice, beans, cilantro, onions, lime and tortillas.

ENCHILADAS

ENCHILADAS ROJAS 18

3 Enchiladas, shredded chicken or ground beef, topped with red salsa ranchera, cheese, lettuce, sour cream, pico de gallo, rice and refried beans.

ENCHILADAS VERDES 18

3 Enchiladas shredded chicken, tomatillo salsa verde, cheese, lettuce, sour cream, avocado, served with rice and refried beans.

ENCHILADAS SUPREME 18

4 Enchiladas, one ground beef, one shredded chicken, one cheese, one refried beans, topped with red salsa ranchera, lettuce, sour cream, pico de gallo and queso fresco.

ENCHILADAS DE MOLE 18

3 Enchiladas shredded chicken, topped with cheese, onions, salsa de mole (made of different types of mild dry peppers, chocolate and tree nuts) served with rice and refried beans.

SHRIMP ENCHILADAS 22

3 shrimp Enchiladas, cheese, tomatillo salsa verde, white rice and grilled vegetables.

SALAD

TACO SALAD 17

Fried flour tortilla bowl with rice, beans, topped with lettuce, pico de gallo, corn, guacamole, sour cream and cheese.

Shredded Chicken | Ground beef

FAJITA BOWL 20

White lime rice, black beans, grilled veggies, topped with lettuce, pico de gallo, guacamole, sour cream and cheese.

Chicken | Steak | Shrimp

CANTARITOS SALAD 18

Organic spring mix, cucumber, tomato, corn, queso fresco, avocado, tortilla strips. Homemade dressing.

Chicken | Shrimp

LA ESPECIALIDAD DE CANTARITOS

MOLCAJETE 29

Stone bowl with steak, chicken, shrimp, chorizo, grilled onions, cactus, with ranchero sauce and queso fresco. Served with rice refried beans and flour tortillas.

MAR Y TIERRA 29

Combination of Rib-eye steak, chicken breast, shrimp, grilled onions peppers, zucchini, mushrooms, melted cheese. Served with rice and flour tortillas.

CARNE ASADA 25

Grilled Rib-eye steak with grilled onions. Served with lettuce, guacamole, pico de gallo, sour cream, rice, refried beans and flour tortillas.

CARNE A LA MEXICANA 25

Steak strips cooked with jalapenos, onions, tomato and cilantro. Served with rice, refried beans and flour tortillas.

CARNITAS 20

Authentic carnitas. Slow cooked pulled pork with side of salsa verde. Served with lettuce, guacamole, cactus salad, rice, refried beans and flour tortillas.

MILANEZA CANTINERA 24

Lightly breaded chicken breast or steak, topped with salsa verde cheese served with rice and beans lettuce, sour cream guacamole, pico de gallo and flour tortillas.

TORTA 18

Mexican sandwich, with your choice of meat, grilled bun bread layered with mayo, cheese, beans, lettuce, tomato, onions, avocado and pickled jalapeños. Served with fries.
• Steak • Pastor Marinated Pork • Chicken Milaneza • Grilled Chicken

SEAFOOD

DEL MAR TRIO 28

Combination of shrimp, scallops, tilapia, pico de gallo and cheese. Served with white rice, grilled vegetables and garlic bread.

CAMARONES AL CHIPOTLE 23

Shrimp, chipotle cream sauce, white rice, refried beans and flour tortillas.

CAMARONES A LA DIABLA 23

Shrimp, garlic, onions, mushrooms, spicy habanero salsa, white rice, refried beans and flour tortillas.

ARROZ CON MARISCOS 26

Grilled shrimp, scallops over a bed of rice and cheese dip. Served with fries, lettuce, guacamole, pico de gallo and flour tortillas.

GRILLED TILAPIA 20

Served with lettuce, guacamole, pico de gallo, rice, refried beans and flour tortillas.

COCTEL DE CAMARONES 20

Served chilled. Fully cooked shrimp, special cocktail sauce, cucumber, avocado and pico de gallo.

MOJARRA FRITA 20

Whole Fish (Fried) served with rice, lettuce, onions, cucumber, avocados and corn tortillas.

CHILE RELLENO 18

Battered roasted poblano peppers stuffed with cheese topped with Ranchera sauce, sour cream, rice, refried beans and flour tortillas.

CHIMICHANGA 18

Your choice of ground beef, shredded chicken or grilled veggie, wrapped in a flour tortilla and deep fried, topped with cheese dip. Served with rice, refried beans, lettuce, guacamole, sour cream and pico de gallo.

CHEF SPECIAL 45

Rib-eye steak, lobster tail, garlic shrimps, vegetables of the day, mashed potatoes and garlic bread.
Only Friday to Sunday.

FAJITAS

Grilled onion, bell pepper. Served with rice refried bean, lettuce, guacamole, pico de gallo, sour cream and flour tortillas.

Add cheese on top for 2.00

• CHICKEN 24 • STEAK 26 • SHRIMP 26

VEGGIES 22 TRIO 28

PARRILLADA 30

Steak, Chicken, Shrimp, Carnitas and Chorizo.

POLLO CON CHORIZO 20

Grilled chicken strips, chorizo, cheese dip. Served with rice, refried beans and flour tortillas.

POLLO PRIMAVERA 20

Grilled chicken strips, onions, mushroom, zucchini, tomatoes and cheese dip. Served with rice, refried beans and flour tortillas.

POLLO CHIPOTLE 20

Grilled chicken strips and Chipotle cream sauce. Served with rice, refried beans and flour tortillas.

POLLO LIMON 20

Citrus marinade chicken breast topped with corn, pico de gallo and cheese. Served with Cilantro Lime rice, Black Beans, and flour tortillas.

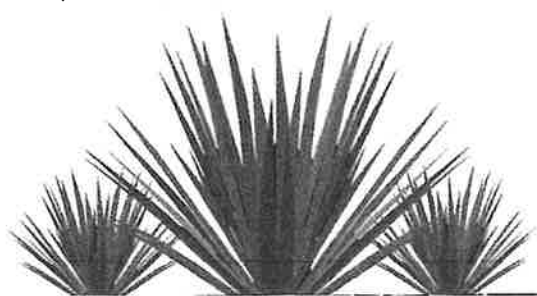
ARROZ CON POLLO 20

Grilled chicken strips over a bed of rice and cheese dip. Served with fries, lettuce, guacamole, pico de gallo and flour tortillas.

CHICKEN MOLE 20

Chicken breast, topped with salsa de mole (made of different types of mild dry peppers, chocolate and tree nuts) served with rice and flour tortillas.

CHICKEN



TACOS

TACOS MEXICANOS 17

3 Tacos on soft corn tortilla with your choice of meat, cilantro, onions, rice and refried beans.

Add grilled onions & jalapeños 2.00

- Steak • Chicken • Chorizo • Ground Beef
- Carnitas • Pastor Marinated Pork w/Pineapple.

SIGNATURE TACOS

3 PER ORDER. ADD RICE AND BEANS 2.00.

TACO-BIRRIA 16

Three Grilled quesadillas on corn tortilla, melted cheese, marinated shredded beef, cilantro, onions, side of consommé dipping broth.

ALAMBRE TACOS 18

With your choice of meat, chicken, steak or shrimp, mixed with bacon chorizo onions poblano peppers, melted cheese on soft corn tortilla.

SHRIMP TACOS 18

Grilled shrimp, pickled cabbage, pico de gallo, avocado, chipotle mayo, queso fresco on soft flour tortillas.

MAHI MAHI TACOS 18

Mahi mahi battered, pickled cabbage, pico de gallo, avocado, chipotle mayo, queso fresco on soft flour tortillas.

TACOS LOCOS 17

Crispy flour tortilla, with your choice of meat, lettuce, pico de gallo, sour cream and cheese.

- Ground Beef • Shredded Chicken

CAULIFLOWER TACOS 17

Marinated roasted cauliflower, garnished with pico de gallo, avocado on soft corn tortillas.

BEYOND PASTOR TACOS 18

Marinated beyond meat, pico de gallo, avocado on soft corn tortillas.

VEGGIE TACOS 17

Grilled onion, mushrooms, pepper, zucchini, pico de gallo, avocado on soft corn tortillas.

FIESTA MIX TACOS 20

Choose 3 different tacos.

BURRITOS

BURRITO BOWL 18

Cilantro lime rice, black beans, lettuce, pico de gallo, corn, guacamole, sour cream and cheese.

- Steak • Ground Beef • Chicken.

VEGGIE BURRITO 18

Cilantro lime rice, black beans, marinated veggies, lettuce, pico de gallo, corn, guacamole and cheese.

BURRITO CALIFORNIA 19

Stuffed with cheese, rice, beans, fries, guacamole, pico de gallo and chipotle ranch.

- Steak • Chicken • Chorizo • Ground Beef • Birria
- Carnitas Pulled Pork • Pastor Marinated Pork w/Pineapple.

BURRITO MICHIGAN 20

Stuffed with rice, beans, guacamole, pico de gallo, topped with cheese, red and green sauce.

- Steak • Chicken • Chorizo • Ground Beef • Birria
- Carnitas Pulled Pork • Pastor Marinated Pork w/Pineapple.

BURRITO FAJITA 22

Stuffed with grilled chicken, steak or shrimp, onions, bell pepper, topped with cheese dip and pico de gallo. Served with rice and beans.

BURRITO JALISCO 22

Stuffed with rice, beans, grilled onions, steak, chicken, topped with cheese dip, chorizo, pineapple and shrimp.

CHILDREN'S

Quesadilla, Soft Flour Taco, or Chicken Tenders
Served with rice and beans or fries. 9

BEVERAGES

JARRITOS 3.50

Lime, Grapefruit,
Mandarine, Pineapple
Strawberry, Tamarind
Mango, Fruit Punch
Guava.
Mexican Coke
Topo Chico

AGUAS FRESCAS 4

Horchata
Pineapple
Lemonade
Jamaica

CAN SODAS 2.50

Coke
Sprite
Diet Coke
Coke Zero
Ginger Ale

SOFT DRINKS

Coffe 3
Ice Tea 3
Apple Juice 3
Orange Juice 3

Ask your serve about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. Before placing your order, please inform your server if a person in your party has a food allergy.

* 20% Service charge will be added to dine in bills over \$100 dollars.



cityofnovi.org

Receipt: 13412

10/09/24

Page

The sum of: \$1,630.00

CANTARITOS FIESTA

**20901 HAGGERTY RD
NOVI MI 48375**

LIQUOR APPLICATION W/ 3 MEMBERS

	1,630.00
Total	1,630.00

TENDERED:

CHECKS

143

1,630.00

Signed: _____