24

City of Detroit
Department of Public Works
City Engineering Division

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 601
Detroit, Michigan 48226
Phone: (313) 224-3949 • TTY:711
Fax: (313) 224-3471
www.detroitmi.gov

August 30, 2016

Honorable City Council:

RE: Petition No. 980 – Giffels Webster, request for various encroachments within Griswold Street and Grand River Avenue rights-of-way and the adjacent public alley right-of-way.

Petition No. 980 of Giffels Webster on behalf of 28 W. Grand River LLC, request to install and maintain encroachments with canopies on Griswold Street, 60 feet wide, between Grand River Avenue, 60 feet wide and Clifford Street, 60 feet wide; also with canopies on Grand River Avenue, between Griswold Street and Woodward Avenue, 120 feet wide. The request also includes installing and maintain bollards in the north-south public alley, 20 feet wide in the block of Grand River Avenue, Clifford Street, Griswold Street and Woodward Avenue.

The petition was referred to the City Engineering Division – DPW for investigation and report. This is our report.

The request is being made for a new development of a micro-loft and mixed use building on the northeast corner of Griswold Street and Grand River Avenue. The proposed canopies are to enhance the building entrances, and the bollards are being installed in the alley to protect building mounted utility meters and door openings.

Detroit Water and Sewerage Department (DWSD) reports having facilities in the encroachment area, but has no objection provided the DWSD encroachment provisions are followed. The DWSD provisions have been made a part of the resolution.

Traffic Engineering Division – DPW (TED), reports being involved and approves provided certain conditions are met. The TED conditions have been made a part of the attached resolution.

Public Lighting Authority (PLA) report being involved and provisions protecting their facilities are included in the attached resolution.

Planning and Development Department (P&DD) report involvement. P&DD did a site plan review for BZA case # 48-15 which provided waivers to construct the new 23,881 square foot mixed use building. HDC Certificate of Appropriateness # 15-26B has been obtained by the applicant.

DTE Energy Gas, Comcast and SBC Telecommunications – report involvement; and provisions protecting all utilities and City services in the encroachment area are a part of the resolution.

All other involved City departments and privately owned utility companies reported no objections.

I am recommending adoption of the attached resolution.

Respectfully submitted,

Richard Doherty, P.E., City Engineer
City Engineering Division – DPW

JK/
Cc: Ron Brundidge, Director, DPW
Mayor's Office – City Council Liaison

BY COUNCIL MEMBER_____

RESOLVED, That the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to "28 W. Grand River LLC" or their assigns for encroachments with canopies on Griswold Street, 60 feet wide, between Grand River Avenue, 60 feet wide and Clifford Street, 60 feet wide; also with canopies on Grand River Avenue, between Griswold Street and Woodward Avenue, 120 feet wide; also with bollards in the north-south public alley, 20 feet wide in the block of Grand River Avenue, Clifford Street, Griswold Street and Woodward Avenue. All of the encroachments adjoining property described as: Land in the City of Detroit, Wayne County, Michigan being Lots 67 and 68 "Plan of Section Numbered Eight of the Territory of Michigan confirmed unanimously by the Governor and Judges on the 27th day of April, 1807 and ordered to be a record and to be signed by the Governor and attested by the Secretary of the Board" as recorded in Liber 34, Page 543 of Deeds, Wayne County Records. And the encroachments further described as:

1) Two canopies on Grand River lying southerly of and adjoining the southerly line of the above described parcel and each having a clearance of 9 feet and a length of 12 feet and a width of 3 feet. One canopy being 7 feet from the southwesterly property corner and extending to a point being 19 feet from said corner. The other canopy being 12.21 feet from the southeasterly corner and extending to a point being 24.21 feet from said corner.
2) Canopies along the full length of the above described parcel lying westerly of and adjoining the westerly line of the parcel extending 3 feet into Griswold Street and maintaining a clearance of 9 feet.
3) Bollards as needed along the full length of the easterly property line of the above described parcel lying within 2 feet of said easterly line.

PROVIDED, that if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

PROVIDED, that by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

PROVIDED, that all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, that construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, that if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, that the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, that the canopies shall have a minimum vertical under clearance of 9 feet; also a clear width of 18 feet shall be maintained in the north-south alley after the installation of the encroaching bollards; and be it further

PROVIDED, that the "28 W. Grand River LLC" or its assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; also in accord with plans submitted to and approved by these departments; including the Public Lighting Department (if necessary), and the Traffic Engineering Division – DPW (if necessary); and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by "28 W. Grand River LLC";and further

PROVIDED, that all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by "28 W. Grand River LLC" or its assigns. Should damages to utilities occur "28 W. Grand River LLC" or its assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, that "28 W. Grand River LLC" shall file with the Finance Department and/or City Engineering Division – DPW an indemnity in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance by "28 W. Grand River LLC" of the terms thereof. Further, "28 W. Grand River LLC" shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the proposed encroachments; and further

PROVIDED, that no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division – DPW; and further

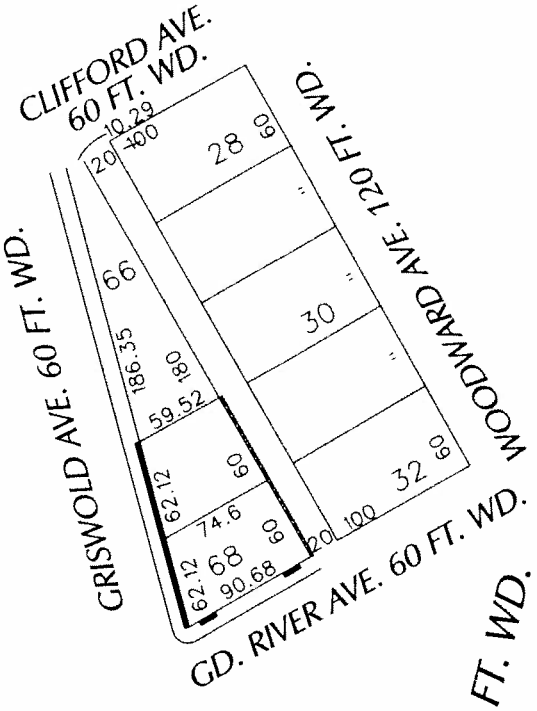
PROVIDED, this resolution is revocable at the will, whim or caprice of the City Council, and "28 W. Grand River LLC" acquires no implied or other privileges hereunder not expressly stated herein; and further

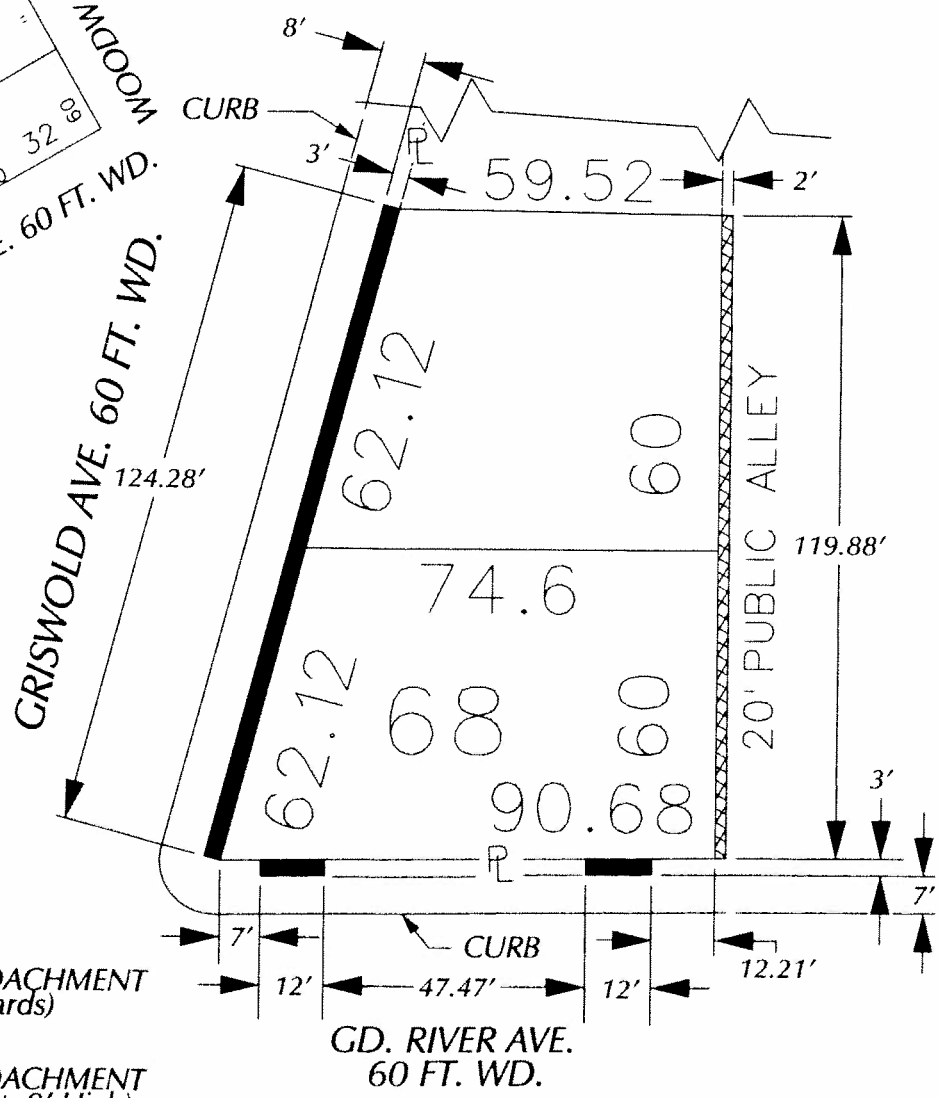
PROVIDED, the installation and maintenance of the encroachments referred to herein shall be construed as acceptance of this resolution by the permittee; and further

PROVIDED, that the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and further

PROVIDED, that the City Clerk shall within 30 days record a certified copy of this resolution and indemnity agreement with the Wayne County Register of Deeds.

PETITION NO. 980
GIFFELS WEBSTER
28 W. ADAMS AVE., SUITE 1200
DETROIT, MICHIGAN 48226
C/O DEIRDRE CLEIN
PHONE NO. 313 962-4442





- REQUEST ENCROACHMENT (With Bollards)

- REQUEST ENCROACHMENT (With Canopies ± 9' High)

CARTO 28 B

(FOR OFFICE USE ONLY)

B					
A					
DESCRIPTION		DRWN	CHKD	APPD	DATE

REVISIONS

DRAWN BY WLW
CHECKED
DATE 02-25-16
APPROVED

REQUEST ENCROACHMENT
INTO GRISWOLD AND GD. RIVER AVE.
AT 28 W. GD. RIVER AVE.
(With Canopies)
AND A PORTION OF THE NORTH/SOUTH PUBLIC ALLEY
(With Bollards)
BETWEEN GD. RIVER AND CLIFFORD AVE.

CITY OF DETROIT
CITY ENGINEERING DEPARTMENT
SURVEY BUREAU

JOB NO. 01-01
DRWG. NO. X 980

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Vivian A. Hudson
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Monday, February 22, 2016

To: *The Department or Commission Listed Below*

From: *Janice M. Winfrey, Detroit City Clerk*

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

DPW - CITY ENGINEERING DIVISION

980 *Giffels Webster, request various encroachments within the Griswold Street and Grand River Avenue rights-of-way as well as the adjacent public alley right-of-way.*

200 Coleman A. Young Municipal Center • Detroit, Michigan 48226-3400
(313) 224 3260 • Fax (313) 224-1466

980

giffels webster

February 11, 2016 **HAND DELIVER**

Honorable Detroit City Council
C/o Detroit City Clerk
2 Woodward Avenue
200 Coleman A. Young Municipal Center
Detroit, Michigan 48226

RE: Giffels Webster, request various encroachment(s) within the Griswold Street and Grand River Avenue rights-of-way as well as the adjacent public alley rights-of-way.

Giffels Webster, 28 W. Adams, Suite 1200, Detroit, Michigan 48226 in conjunction with 28 W. Grand River LLC, Detroit Michigan 48226, respectfully requests to encroach into Griswold Street, between John R Street and Grand River Avenue and into Grand River Avenue between Woodward Avenue and Griswold Street with the installation of five canopies. We are also requesting to encroach into the north-south public alley, 20 feet wide, in the block bounded by Woodward Avenue, 120 feet wide, Grand River Avenue, 60 feet wide, Griswold Street, 60 feet wide, and Clifford Street, 60 feet wide, in order to install and maintain concrete bollards adjacent to the proposed 13 story building at 28 W. Grand River.

The proposed canopies will encroach into Woodward Avenue 3 feet. They are approximately 9 feet above the sidewalk space. The proposed bollards will encroach 1.5 feet into the alley and are needed to protect building mounted utility meters and door openings.

The encroachments will not impede pedestrian and vehicular traffic, nor will they interfere with the maintenance of the public rights-of-way including utility company and Fire Department access. The requested encroachments are critical in redeveloping this vacant site into a new mixed use building. Drawings of the proposed location are attached and detailed drawings will be delivered to the City Engineering Division of DPW to be used for their investigation.

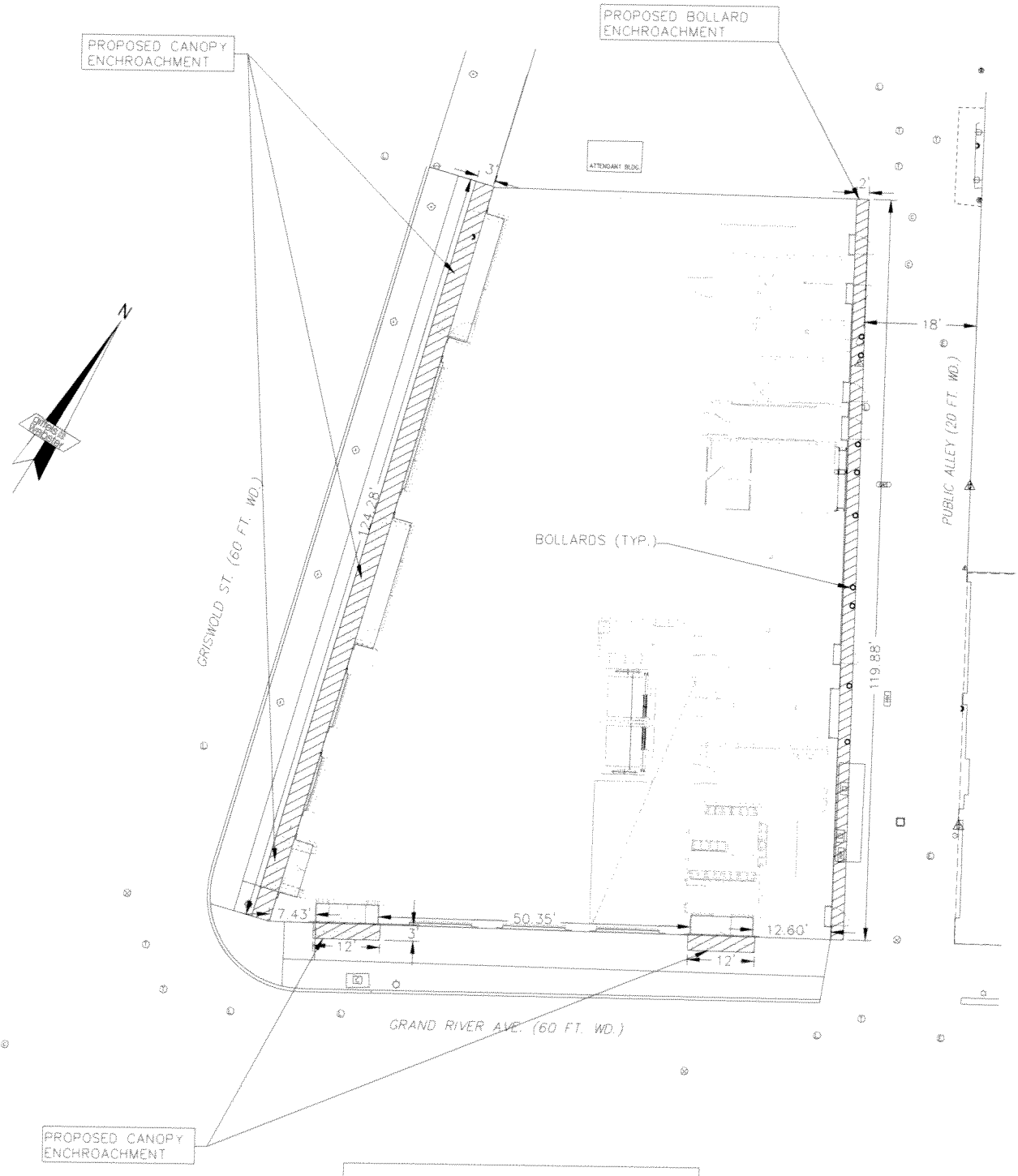
If you should have any questions, please do not hesitate to contact Giffels Webster planner, Deirdre Clein at (P) 313.962.4442 or dclein@giffelswebster.com.

Respectfully,

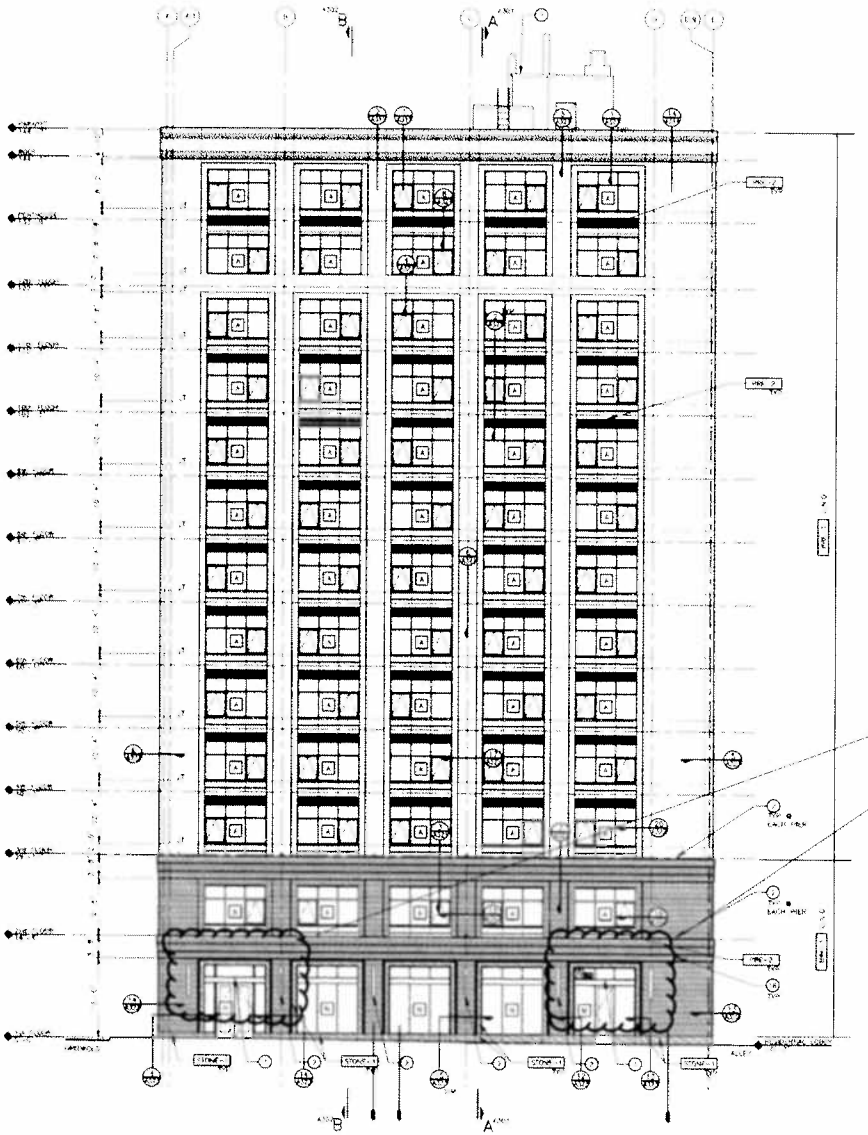
Terence Thomas, Project Manager
Giffels Webster

Cc: 600 Woodward Avenue LLC
Kraemer Design Group

CITY CLERK 11 FEB 2016 PM2:48



ENCROACHMENTS



1 A201 EXTERIOR ELEVATION – SOUTH FACADE (GRAND RIVER)
SCALE: 1/8" = 1'-0"

PROPOSED CANOPY

FINISH LEGEND

	STONE-1	BRICK: CLAY, PRECAST PANEL: DARK COLORED BRICK, MORGAN CITY PINK, STANDARD NORMAL FINISH
	PRE	PRECAST PANEL WITH PIGMENTED, SMOOTH FINISH TO MATCH APPROVED SAMPLE
	PRE-1	PRECAST PANEL WITH PIGMENTED, DARK COLOR AND ACID WASH FINISH TO MATCH APPROVED SAMPLE
	STONE-2	ARCHITECTURAL CONCRETE
	STN-1	DARK STAIN TO MATCH PRE-1
	STN-2	LIGHT STAIN TO MATCH PRE-2
	MTL-1	VERTICAL METAL SIDING - DARK GRAY COLOR
	GLS-1	STOREFRONT GLASS - WARM GREY COLOR

GENERAL NOTES

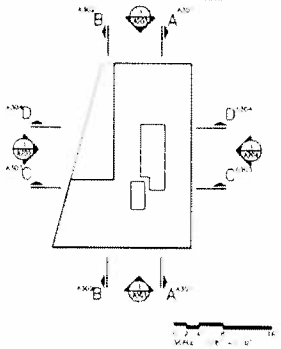
A. SEE SHEET A601 FOR WINDOW AND DOOR TYPES.
B. SEE WALL SECTIONS FOR MATERIAL DESIGNATIONS.

CONSTRUCTION KEYNOTES

NOTE: NOT ALL NOTES ARE APPLICABLE TO THIS SHEET.

1. CANOPY
2. EXTERIOR LIGHTS - SEE ELECTRICAL
3. METAL GUARDRAIL @ ROOF EDGE
4. BOLLARD
5. AWNING - SEE SHEET A601 FOR ADDITIONAL INFORMATION
6. ROOF SCUPPER OVERFLOW
7. MECHANICAL WELDING - SEE SHEET A2001 FOR ADDITIONAL INFORMATION
8. GENERATOR EXHAUST MUFFLER
9. GUTTER
10. DOWNSPOUT
11. ANCHOR - COLOR TO MATCH VERTICAL METAL SIDING
12. ROOF EDGE FLASHING
13. SPLASH BLOCK
14. FENCE
15. ROOF TAPERED INSULATION - SEE A1.1B
16. PENTHOUSE ELEVATOR VENT
17. MECHANICAL COUPLING - ROOF CONTROLS
18. SECURITY CAMERA

KEY PLAN



Architect
KraemerDesignGroup

Consultant

Owner
28 GRAND RIVER LLC
1274 Woodward Ave
Detroit, Michigan 48226

Project
28 W. GRAND RIVER
DETROIT, MICHIGAN 48226

Seal

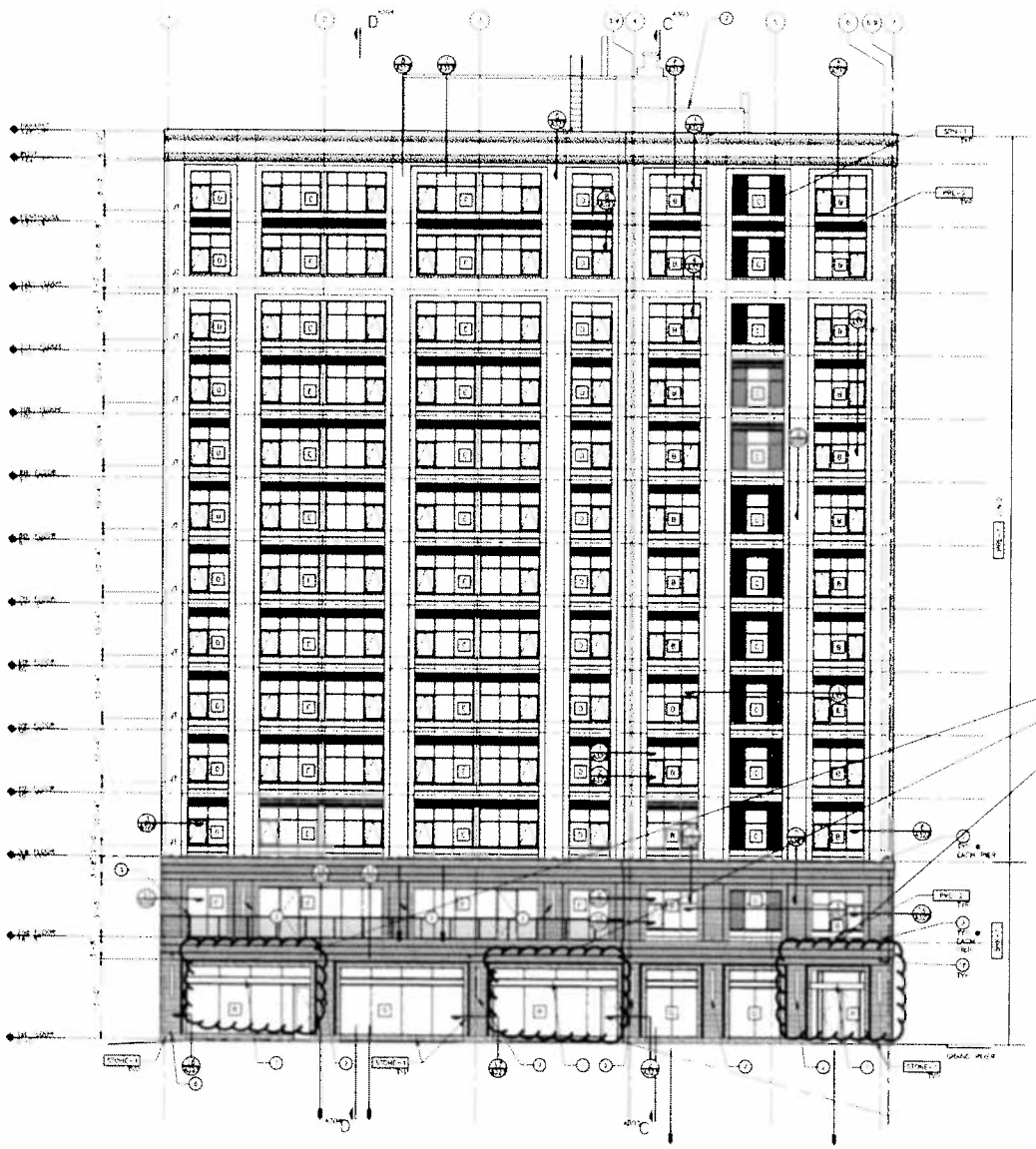
PERMIT BID	11.18.15
OWNER REVIEW	11.13.15
SITE PLAN	09.18.15
100% OWNER REVIEW	08.28.15
OWNER REVIEW	06.22.15
STRUCT. COORD.	06.09.15
OWNER REVIEW	05.12.15
Revision	Date

Date 11.18.2015

Project Number 2014091

Sheet Title
EXTERIOR ELEVATION - SOUTH FACADE (GRAND RIVER)

Sheet Number
A201



1 A202 EXTERIOR ELEVATION - WEST FACADE (GRISWOLD)
SCALE: 1/8" = 1'-0"
REFERENCE LOCATIONS: A201, A202, A203, A204

FINISH LEGEND

	BRICK-1	BRICK SEAL PRECAST PANEL - DARK COLORED BRICK, NORMAL TYPE BRICK, STACKED BOND PATTERN
	PRE	PRECAST PANEL WITH PIGMENTED, LIGHT COLOR AND ACID WASH FINISH TO MATCH APPROVED SAMPLE
	PRE	PRECAST PANEL WITH PIGMENTED, DARK COLOR AND ACID WASH FINISH TO MATCH APPROVED SAMPLE
	STONE-1	DOLOMITE LIMESTONE
	STN-1	DARK STAIN TO MATCH STONE-1
	STN-2	LIGHT STAIN TO MATCH STONE-1
	MET	VERTICAL METAL SIDING - DARK GRAY COLOR
	GFM-1	STANDARD GLAZED WINDOW (GREY COLOR)

GENERAL NOTES

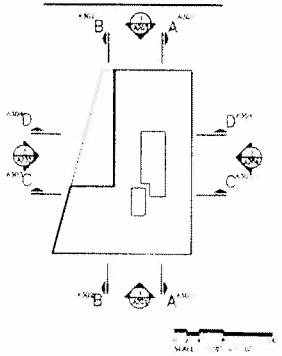
1. SEE SHEET A001 FOR WINDOW AND LOUVER SIZES
2. SEE WALL SECTIONS FOR MATERIAL DESIGNATIONS

CONSTRUCTION KEYNOTES

NOTE: NOT ALL NOTES ARE APPLICABLE TO THIS SHEET

1. CANOPY
2. EXTERIOR LIGHT - SEE ELECTRICAL
3. METAL GUARDRAIL & INFILL PANEL
4. BOLLARD
5. LOUVER - SEE SHEET A001 FOR ADDITIONAL INFORMATION
6. ROOF DECK EXTENSION
7. PENTHOUSE BEYOND - SEE SHEET A203 FOR ADDITIONAL INFORMATION
8. GENERATOR EXHAUST MUFFLER
9. GUTTER
10. DOWNSPOUT
11. ACCENT - COLOR TO MATCH VERTICAL METAL SIDING
12. ROOF LINE HEADER
13. SPLASH BLOCK
14. DOOR
15. LINE OF TAPERED INSULATION - SEE A103
16. PENTHOUSE ELEVATOR VENT
17. OVERHEAD COILING DOOR CONTROLS
18. SECURITY CAMERA

KEY PLAN



KreismanDesignGroup

Architect

28 GRAND RIVER LLC
1014 Washington Ave
Detroit, Michigan 48226

Owner

28 W. GRAND RIVER
DETROIT, MICHIGAN 48226

Project

STATE OF MICHIGAN
KREISMAN
LICENSED ARCHITECT

Seal

Revision	Date
OWNER REVIEW	11/13/15
SITE PLAN	08/16/15
100% OWNER REVIEW	08/28/15
OWNER REVIEW	08/22/15
STRUCT COORD	08/09/15
OWNER REVIEW	05/12/15

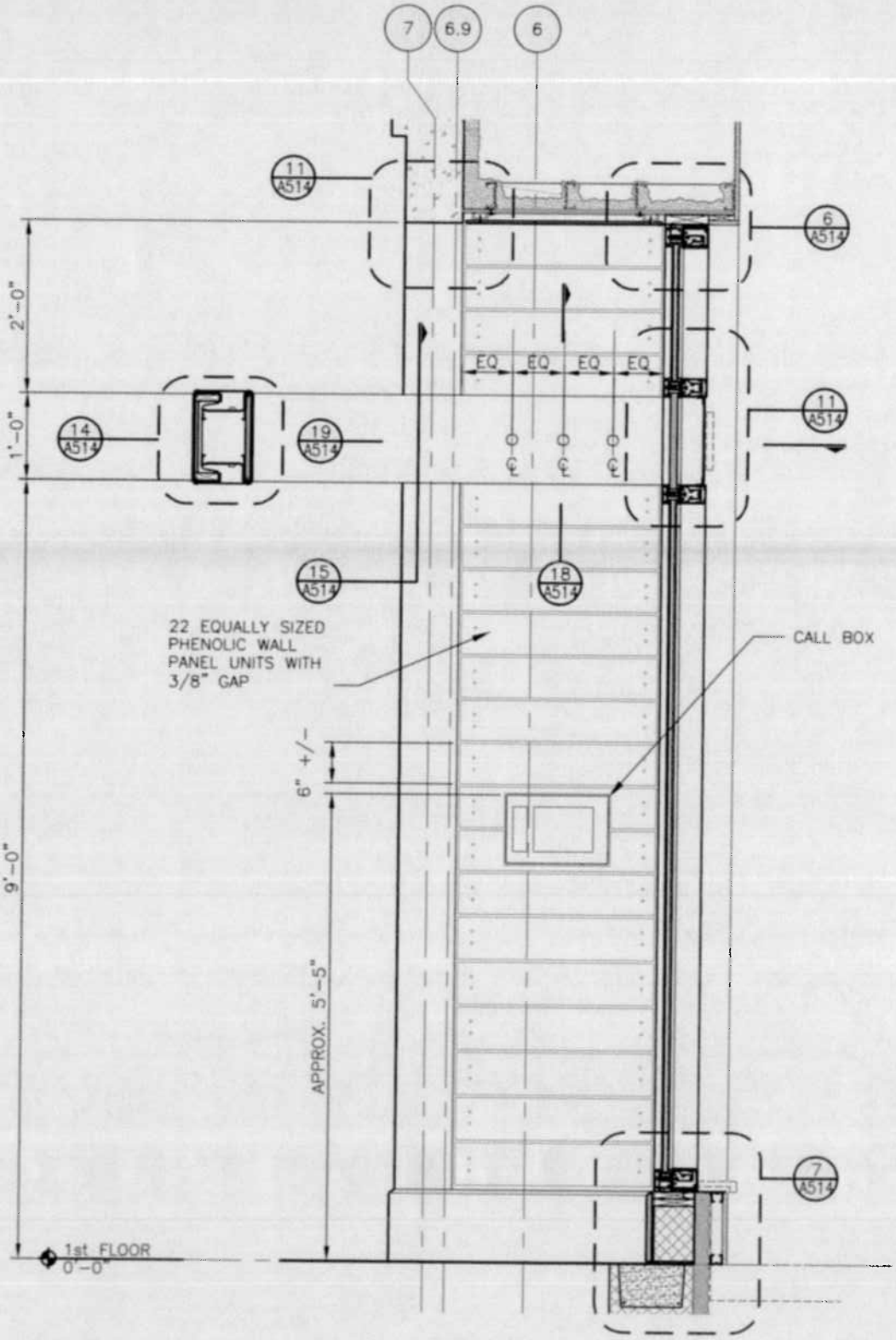
Revision Date

Date 11/18/2015

Project Number 2014/01

Sheet Title
EXTERIOR ELEVATION - WEST FACADE (GRISWOLD)

Sheet Number
A202



3
A514

ENTRANCE SECTION

SCALE: 3/4" = 1'-0"

REFERENCE LOCATIONS: A301-A304, A312

City of Detroit
COUNCILMAN SCOTT R. BENSON

(25)

CITY CLERK 2016 SEP 2 PM3:03

MEMORANDUM

TO:

David Bell, Director
Buildings, Safety Engineering and Environmental Department

FROM: **Scott Benson, Council Member**
VIA: **Hon. Brenda Jones, City Council President**

DATE: **September 1, 2016**

RE: **Demolition of Houses**

Please give us the status update on the demolition of the following buildings. These buildings are open and dangerous to trespass.

18650 Joseph Campau

18063 Mitchell

17830 Mitchell

17814 Mitchell

17806 Arlington

26

City of Detroit

OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Vivian A. Hudson
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, September 09, 2016

To: *The Department or Commission Listed Below*

From: *Janice M. Winfrey, Detroit City Clerk*

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

POLICE DEPARTMENT LAW DEPARTMENT
CITY COUNCIL BUSINESS LICENSE CENTER

1268 *Detroit Vineyards, LLC, request for the recommendation of approval from the City Council for a new Small Wine Makers License which will be considered for approval by the Michigan Liquor Control Commission ("MLCC').*

200 Coleman A. Young Municipal Center • Detroit, Michigan 48226-3400
(313) 224 3260 • Fax (313) 224-1466

SMITH HAUGHEY
RICE & ROEGGE
ATTORNEYS AT LAW
101 N. Park St., Ste. 200
Traverse City, MI 49684
Phone: 231-929-4878 Fax: 231-929-4182

Cortney S. Danbrook
Direct: 231-486-4527
cdanbrook@shrr.com

September 8, 2016

EMAIL

City of Detroit - City Clerk
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 200
Detroit, MI 48226

RE: MLCC - Local Approval
New Small Wine Maker License - Detroit Vineyards, LLC
Our File No. 202294

Dear Mr. Gilbert:

Per our conversation, attached are the following documents and supplemental information related to the request for Local Approval for the application by Detroit Vineyards, LLC to the Michigan Liquor Control Commission ("MLCC") for a new Small Wine Maker's License:

1. City Council Memorandum providing a background and summary of proposed project and operations of Detroit Vineyards, LLC;

2. Copy of Detroit Vineyard's MLCC Application for Small Wine Maker License; and

3. MLCC Form LCC-106 – Local Government Approval for completion by the City Clerk upon a recommendation from the City Council.

Please note a copy of the MLCC Application has been provided to Sergeant Lightfoot of the Detroit Police Department for her review in connection with recommendation for local approval.

It is my understanding this item will be added to the City Council's September 13th agenda. Please let me know if I can provide any additional information. Thank you again for your assistance.

Regards,

Cortney S. Danbrook

cc: Detroit Vineyards, LLC

SMITH HAUGHEY
RICE & ROEGGE
ATTORNEYS AT LAW

MEMORANDUM

TO: City Council for the City of Detroit

FROM: Cortney S. Danbrook

DATE: September 8, 2016

RE: Detroit Vineyards, LLC - Application for New Small Wine Maker License with the Michigan Liquor Control Commission

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As required by the Michigan Liquor Control Code, Detroit Vineyards, LLC is seeking the recommendation of the City Council that its Application for a new Small Wine Maker License be considered for approval by the Michigan Liquor Control Commission ("MLCC"). A Small Wine Maker is defined as "a Wine Maker that manufactures or bottles not more than 50,000 gallons of wine in one (1) calendar year." *See MCL 436.1111(10).*

Background

Detroit Vineyards, LLC ("Detroit Vineyards") is a Michigan limited liability company owned by Dr. Claes Fornell, a University of Michigan Distinguished Donald C. Cook Professor of Business who has been on the faculty of the University of Michigan Business School for over 30 years. Detroit Vineyards will employ Blake Kownacki as its winemaker, building off of Blake's extensive experience in winemaking, winery and vineyard management. Together, Claes and Blake have a vision to bring Michigan's $300 million dollar annual wine industry to the City of Detroit. Detroit Vineyards is prepared to make a significant investment in the City of Detroit backed by its belief that the shoreline of the City of Detroit offers an excellent climate for producing world-class wines.

Operations, Location and Use

Detroit Vineyard's activities will consist solely of producing and bottling wine at their proposed production facility located at 6450 Waterloo, Detroit, Michigan. The production and bottling will occur within the existing one-story, 113' x 85' foot building located at 6450 Waterloo, with no additions or major structural alterations. The building is constructed of concrete block with a poured concrete floor and all wine operations will occur within the building, including pressing, blending, fermenting, bottling and storage of the wine. Retail sales of the wine will be through MLCC licensed retailers and through MLCC licensed wholesalers. At this time, Detroit Vineyards will not sell directly to consumers for on or off-premises consumption.

The proposed production facility is located within the M 3 "General Industrial" zoning district, which permits a broad range of uses. *See Sec. 61-10-51 of the 2016 Detroit Zoning Ordinance.* Included as a use permitted by-right within the M 3 zoning district is "General: Low-impact

manufacturing or processing," which is defined in Sec. 61-16-124. See *Sec. 61-10-57(14).* In accordance with Sec. 61-16-124, "bottling of alcoholic products" is included in the definition of Low-impact manufacturing or processing uses allowed by-right within the M 3 zoning district. Detroit Vineyard's proposed production facility within the M 3 zoning district will not have consumption of wine on the premises nor will wine be sold to the general public for consumption off premises. Therefore, Detroit Vineyard's use by-right is not classified as regulated or controlled under Sec. 61-12-158(4) and Detroit Vineyard's proposed location does not require a site plan review.

Detroit Vineyards has provided Sergeant Lightfoot of the Detroit Police Department Licensing Division with information related to its Application for a new Small Wine Maker License for her review and cooperation with this Council's recommendation for approval with the MLCC.

Detroit Vineyards has also obtained confirmation from the City's Business Licensing Division that a Business Licence is not required and Detroit Vineyards is prepared to obtain a Change of Use Permit from the Building, Safety Engineering and Environmental Department, if applicable.

Detroit Vineyards will operate in accordance with all state and local building, plumbing, zoning, sanitation and health laws, rules and ordinances.

Additional Documentation

Enclosed for this Council's review and reference are the following:

1. Detroit Vineyard's MLCC Application for Small Wine Maker License with pertinent Company and property documents; and

2. MLCC Form LCC-106 – Local Government Approval for completion by the City Clerk upon a recommendation from this Council.

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)

Manufacturer & Wholesaler License & Permit Application

For information on manufacturer and wholesaler 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): Detroit Vineyards, LLC	
Address to be licensed: 6450 Waterloo	
City: Detroit	Zip Code: 48207
City/township/village where license will be issued: City of Detroit	County: Wayne
Federal Employer Identification Number (FEIN): 81-1272613	

Leave Blank - MLCC Use Only

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

Part 2 - License Transfer Information (If Applicable)

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

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

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer & Wholesaler licenses, permits, and permissions 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, or a request to increase or decrease the size of the licensed premises. 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:	$70.00	License & Permit Fees:	$25.00	**TOTAL FEES:**	**$95.00**

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

Schedule A - Licenses, Permits, & Permissions

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.

License Type:	Base Fee:	For Code MLCC Use Only
☐ Brewer	$50.00	
☐ Micro Brewer (Under 60,000 barrels annually)	$50.00	
☐ Wine Maker	$100.00	
☒ Small Wine Maker (Under 50,000 gallons annually)	$25.00	403B
☐ Winery Tasting Room	$100.00	
☐ Spirit Tasting Room	$100.00	
☐ Brandy Tasting Room	$100.00	
☐ Manufacturer of Brandy	$100.00	
☐ Manufacturer of Mixed Spirit Drink	$100.00	
☐ Manufacturer of Spirits	$1,000.00	
☐ Small Distiller (Under 60,000 gallons annually)	$100.00	
☐ Outstate Seller of Beer	$1,000.00	
☐ Outstate Seller of Wine	$300.00	
☐ Outstate Seller of Mixed Spirit Drink	$300.00	
☐ Wholesaler	$300.00	

For delivery vehicle decal fees please use Report of Delivery Vehicles form (LCC-351).

☐ Warehouser	$50.00	
☐ Industrial Manufacturer	$10.00	
☐ Seller of Alcohol	$10.00	
☐ Limited Alcohol Buyer	$10.00	
☐ Consumer Sampling Event License	$70.00	

*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.

Permits:	Base Fee:	For Code MLCC Use Only
☐ Sunday Sales Permit (AM)	$160.00	
☐ Sunday Sales Permit (PM)	15%**	
☐ Catering Permit	$100.00	
☐ Beer and Wine Tasting Permit	No Charge	
☐ Outdoor Service	No Charge	
☐ Entertainment Permit	No Charge	
☐ Dance Permit	No Charge	
☐ Topless Activity Permit	No Charge	
☐ Living Quarters	No Charge	
☐ Specific Purpose Permit (list activity below):		

Days/Hours requested: _____

☐ Extended Hours Permit (check type below): No Charge

○ Dance ○ Entertainment

Days/Hours requested: _____

☐ Off-premise Storage	No charge
☐ Direct Connection(s)	No charge

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 1 x $70.00 Inspection Fee

Total Inspection Fee(s):	$70.00
Total License Fee(s):	$25.00
Total Permit Fee(s):	
TOTAL FEES DUE:	**$95.00**

Make checks payable to **State of Michigan**

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

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: Fornell Holding Company, LLC		
Home address: 625 Avis Drive		
City: Ann Arbor	State: MI	Zip Code: 48108
Business Phone: 734-623-1300	Cell Phone:	Email: cfornell@cfigroup.com

Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": ○ Yes ◉ No

Do you hold 10% or more interest in the applicant entity? ◉ Yes ○ No

If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:

Are you a citizen of the United States of America? ◉ Yes ○ No

Have you ever legally changed your name? ◉ Yes ○ No

If you answered "yes", please list your prior name(s) (including maiden):

Spouse's full name (if currently married):

Spouse's date of birth: Is your spouse a citizen of the United States of America? ◉ Yes ○ No

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ○ Yes ◉ No

Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ○ Yes ◉ No

Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If **Yes**, list below (attach additional pages if necessary): ○ Yes ◉ No

Date	City/State	Charge	Disposition

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).

CLAES FORNELL, TRUSTEE, MEMBER OF FORNELL HOLDING COMPANY, LLC
TRUSTEE, MEMBER OF FORNELL HOLDING COMPANY, LLC [signature] 8/21/16

ANNE BARRATT-FORNELL, [signature] 8/21/16

Print Name Signature Date

Part 6 - Contact Information

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

What is your preferred method of contact?		◉ Phone ○ Mail ○ Email ○ Fax
What is your preferred method for receiving a Commission Order?		○ Mail ◉ Email ○ Fax
Contact name: Claes Fornell	Relationship: President of Licensee	
Mailing address: 625 Avis Drive		
Phone: 734-623-1300	Fax number:	Email: cfornell@cfigroup.com

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

Attorney name: Cortney S. Danbrook/Smith Haughey Rice & Roegge		Member Number: P-69347
Attorney address: 101 N. Park Street, Suite 200, Traverse City, Michigan 49686		
Phone: 231-486-4527	Fax number:	Email: cdanbrook@shrr.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.

CLAES FORNELL, PRESIDENT OF DETROIT WHEELHOUSE, LLC		8/21/16
Print Name of Applicant & Title	Signature of Applicant	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: 517-373-4202

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

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

Report of Stockholders, Members, or Partners

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

Part 1 - Licensee Information
Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Fornell Holding Company, LLC	
Address: 625 Avis Drive	
City: Ann Arbor	Zip Code: 48108

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:
Claes Fornell Amended Trust dtd 12/16/15, Claes Fornell Trustee	50	Jan 8, 2016
Anne Barratt-Fornell Amended Trust dtd 12/16/15, Anne Barratt-Fornell Trustee	50	Jan 8, 2016

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

Claes G. Fornell

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

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 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:	Claes G. Fornell, authorized signatory
Name & Title:	Blake Kownacki, authorized signatory
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.

ANNE BARRATT - FORNELL, TRUSTEE, MEMBER OF FORNELL HOLDING COMPANY, LLC

CLAES FORNELL, TRUSTEE, MEMBER OF FORNELL HOLDING COMPANY, LLC

Print Name of Applicant or Licensee & Title | Signature of Applicant or Licensee | 8/21/16 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

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MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

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

for

DETROIT VINEYARDS, LLC

ID NUMBER: E7738R

received by facsimile transmission on January 7, 2016 is hereby endorsed.

Filed on January 8, 2016 by the Administrator.

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

Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 8th day of January, 2016.

Julia Dale

Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau

055 700 (12/93)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES

Date Received		(FOR BUREAU USE ONLY)
		This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name
Marjorie M. Dixon
Conlin, McKenney & Philbrick, P.C.

Address
350 South Main Street, Suite 400

City State Zip
Ann Arbor, Michigan 48104-2131

EFFECTIVE DATE:

ARTICLES OF ORGANIZATION

B_____

For use by Domestic Limited Liability Companies

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

ARTICLE I

The name of the limited liability company is: Detroit Vineyards, LLC

ARTICLE II

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

ARTICLE III

The duration of the limited liability company is perpetual.

ARTICLE IV

1. The street address of the location of the registered office is: 625 Avis Drive, Ann Arbor, MI 48108
2. The mailing address of the registered office is the same as above.
3. The name of the resident agent at the registered office is: Claes Fornell

Prepared by:

Marjorie M. Dixon (P44093)
Conlin, McKenney & Philbrick, P.C.
350 S. Main St., Suite 400
Ann Arbor, MI 48104-2131
(734)761-9000

Signed this 21 day of DECEMBER, 2015

By: [signature]
Claes Fornell, Authorized Agent for Fornell Holding Company, LLC, Member

h:\clm\fornell\detroit vineyards, llc\articles of organization.docx

city of DETROIT

Logged in as: Anonymous User

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Additional Pages
General/Sales
Buildings
Images/Sketches

Related Details...
Current Tax
Delinquent Personal Property

Back to Main

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Main > Assessing System > Property and Land Search > Results > Details > Image/Sketch

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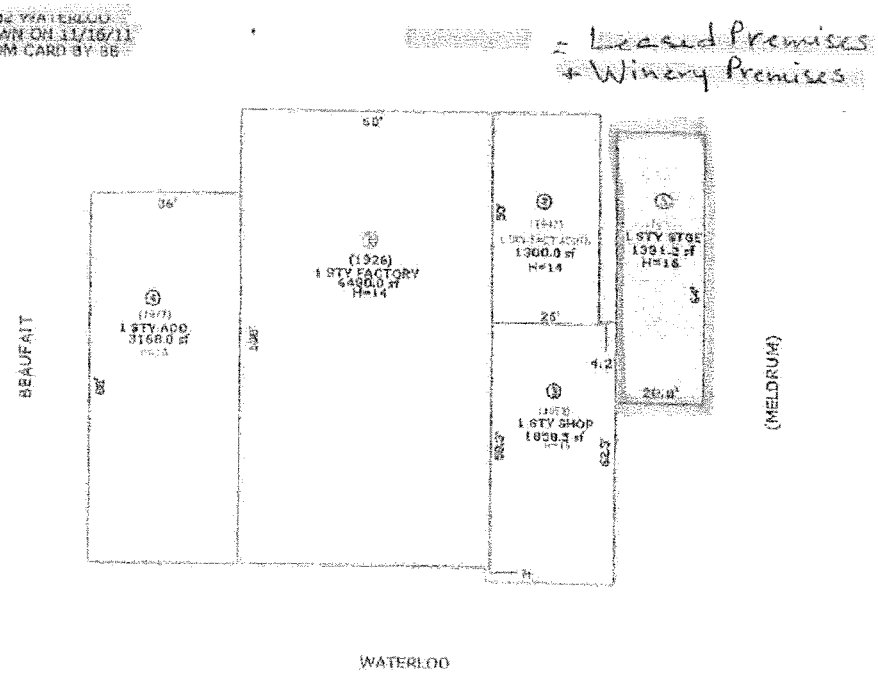

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OPERATING AGREEMENT
OF
DETROIT VINEYARDS, LLC
A Michigan Limited Liability Company

This Operating Agreement is made and adopted effective ~~December~~ January 8, 2015, by **Detroit Vineyards, LLC**, a Michigan limited liability company (the "Company") and **Fornell Holding Company, LLC**, a Michigan limited liability company, its sole member (the "Member").

ARTICLE I
ORGANIZATION AND MEMBERSHIP

1.1 Formation. The Company has been organized as a member-managed Michigan limited liability company by the filing of the Articles of Organization (the Articles) as required by the Michigan Limited Liability Company Act, MCL 450.4101 et seq. (the Act). The Member is the only member of the Company.

1.2 Name. The name of the Company shall be as stated in the Articles, as amended. The Company may also conduct its business under one or more assumed names.

1.3 Purpose (or Purposes). The Company has been formed for the purpose or purposes enumerated in the Articles. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall commence on the date of filing of the Articles with the Department of Licensing and Regulatory Affairs, Corporations, Securities, and Commercial Licensing Bureau, and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent. The Registered Office and the Resident Agent of the Company shall be as designated in the initial or amended Articles. The Registered Office and the Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.6 Sole Member. The Member is the sole member of the Company. There are not any other members. The Member is the only person who has been admitted to the Company as a member and the Member is the only person who has and holds a membership interest in the Company. The Member, being the only member and having and holding the only membership interest in the Company, is the only person having rights in the Company, including but not limited to the only right to receive distributions and the only right to vote and participate in management.

1.7 No Liability of Member for Acts, Debts, or Obligations. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company.

1.8 Allocation of Profits and Losses; Distributions. Any and all profits and losses for each fiscal year shall be allocated to the Member. Distributions may be made to the Member, in such amounts or forms and at such times, as determined by the Member unless otherwise provided by the Act.

1.9 Assignment of Member's Interest—Distributions. The Member shall be free to assign any part (but not the whole) of the Member's membership interest representing the distributions to which the Member would be entitled on such terms as the Member and such assignee may agree.

1.10 Assignment of Member's Interest—Full Membership. The Member shall be free to assign all or any part of the Member's interest representing the entire right to be a Member in the Company, on such terms as the Member and such assignee may agree, but only if those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

1.11 Additional Members. The Company may admit one or more other persons as Members of the Company on such terms as the Company and such additional persons may agree, but only if the Member and those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

ARTICLE II
MANAGEMENT OF THE COMPANY

2.1 Management. The Company shall be managed solely by the Member.

2.2 Unlimited and Unconditional Power and Authority of Member. Any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Member without limitation. The Member has the sole power and authority, on behalf of the Company, to do all things necessary or convenient to carry out the Company's business and affairs, including the sole power and authority to (a) purchase, lease, or otherwise acquire any real or personal property from any source whatsoever, including the Member; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any contract or agreement of any nature whatsoever; (f) execute any and all contracts, agreements, documents, and instruments of any nature whatsoever; (g) engage employees and agents and establish their respective duties and compensation; (h) obtain insurance covering the business and affairs of the Company and its property; (i) begin, prosecute, or defend any proceeding brought by or against the Company; and (j) participate with others in partnerships, joint ventures, and other associations and strategic alliances. Again, any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Member without limitation.

2.3 Third-Party Reliance. Any person (including any financial institution or contracting party) who may deal with the Company or the Member on behalf of the Company shall be entitled, without liability and without any further inquiry or investigation whatsoever, to rely on the sole, exclusive, and unilateral power and authority of the Member to make any and all decisions and to take any and all actions with respect to the Company, and the decisions and actions of the Member shall be binding on and enforceable against the Company without exception.

ARTICLE III
ADMINISTRATIVE PROVISIONS

3.1 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. The Company's books and records shall be kept at the Company's Registered Office.

3.2 Fiscal Year. The Company's fiscal year shall be the calendar year.

3.3 Amendment; Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and the Company with respect to its subject matter.

ARTICLE IV
INDEMNIFICATION; EXCULPATION OF LIABILITY

4.1 Indemnification; Exculpation of Liability. The Company shall indemnify, defend, and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses (including, without limitation, attorney fees and expenses, court costs, investigation costs, and litigation costs) incurred by the Member in any civil, criminal, or investigative proceeding in which he or she is involved or threatened to be involved by reason of the Member being a manager of the Company. Moreover, the Member shall not have any liability for any breach of any duty established by Section 404 of the Act. However, the Company shall not be required to indemnify the Member for and the liability of the Member shall not be eliminated for (a) the receipt of a financial benefit to which the Member is not entitled; (b) liability under Section 308 of the Act; or (c) a knowing violation of law.

ARTICLE V
DISSOLUTION AND WINDING UP

5.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events only: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) the consent of the Member.

5.2 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with the Act.

This Operating Agreement is made and adopted by the Company and the Member as the sole Member of the Company, as of the day and year listed on the first page of this Operating Agreement.

FOR THE COMPANY:

Detroit Vineyards, LLC, a Michigan limited liability company

By: **Fornell Holding Company, LLC,** a Michigan limited liability company, Sole Member

By: **Claes Fornell Amended Trust dated 12/16/2015,** Member of Fornell Holding Company, LLC

By: _____
Claes Fornell, Trustee

By: **Anne Barratt-Fornell Amended Trust dated 12/16/2015,** Member of Fornell Holding Company, LLC

By: _____
Anne Barratt-Fornell, Trustee

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

FOR THE MEMBER:

Fornell Holding Company, LLC, a
Michigan limited liability company

By: **Claes Fornell Amended Trust dated 12/16/2015**, Member

By: _____
Claes Fornell, Trustee

By: **Anne Barratt-Fornell Amended Trust dated 12/16/2015**, Member

By: _____
Anne Barratt-Fornell, Trustee

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DETROIT VINEYARDS, LLC
ACTION BY CONSENT OF THE SOLE MEMBER

Fornell Holding Company, LLC, a Michigan limited liability company, as the sole Member of Detroit Vineyards, LLC, a Michigan limited liability company, acting in accordance with the Operating Agreement of the company and applicable Michigan law, does hereby take the following action by unanimous consent:

RESOLVED, that Claes G. Fornell is hereby appointed to the office of President of Detroit Vineyards, LLC, to serve until his resignation or termination by the Member. The President shall have general supervision of all of the affairs of the company, shall make such reports to the Member as are requested by the Member, and shall perform all other duties incident to the office or that are properly required of him by the Member. The President is hereby authorized to sign all contracts of the company and other corporate instruments or documents, on behalf of the Company.

Dated: 7/12, 2016

Fornell Holding Company, LLC, a
Michigan limited liability company

By: **Claes Fornell Amended Trust dated 12/16/2015**, Member

By: _____
Claes Fornell, Trustee

By: **Anne Barratt-Fornell Amended Trust dated 12/16/2015**, Member

By: _____
Anne Barratt-Fornell, Trustee

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COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 30th day of June, 2016 between Joe Bommarito of 3449 E Vernor Hwy, Detroit, Michigan, 48207, Telephone: _____. _____ Fax:(the "Landlord") and Detroit Vineyards, LLC of 635 Avis Drive, Ann Arbor, Michigan, 48108, Telephone: 734.930.9090, Fax: 734.930.0911 (the "Tenant").

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1. Definitions.

When used in this Lease, the following expressions will have the meanings indicated:

a. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at ~~6452~~ 6450 Waterloo, Detroit, MI, 48207, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

b. "Common Areas and Facilities" means:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

C. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of

all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

d "Premises" means the building at (insert suite number), 6454 Waterloo, Detroit, MI, 48207.

e."Rent" means the total of Base Rent.

2. Intent of Lease.

It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

3. Leased Premises.

6450 waterloo

a. The Landlord agrees to rent to the Tenant the building municipally described as (insert suite number), ~~6454~~ Waterloo, Detroit, MI, 48207, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): winery, retail outlet, office. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

b. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises.

4. Term.

a. The term of the Lease commences at 12:00 noon on July 1, 2016 and ends at 12:00 noon on July 1, 2017.

b. Notwithstanding that the term of this Lease commences on July 1, 2016, the Tenant is entitled to possession of the Premises at 12:00 noon on June 24, 2016.

C. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

5. Rent.

a. Subject to the provisions of this Lease, the Tenant will pay a base rent of $1 ,000.00, payable per month, for the Premises (the "Base Rent").

b. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord.

6. Use and Occupation.

a. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name ofand _____ will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

b. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

7. Security Deposit.

a. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of $1,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

b. The Tenant may not use the Security Deposit as payment for the Rent.

C. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 635 Avis Drive, Ann Arbor, Michigan, 48108, or at such other place as the Tenant may advise.

8. Quiet Enjoyment.

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

9. Distress.

Intentionally Omitted.

10. Holding Over.

a. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

b. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

11. Default of Tenant.

The following shall constitute an event of default under this Lease:

a. The failure of Tenant to pay any rental or other charge due hereunder within ten (10) days after written notice of such default shall have been mailed to Tenant; and

b. The failure of Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been mailed to Tenant, unless such default cannot be cured within thirty (30) days, in which case Tenant shall commence to remedy such default within thirty (30) days and continue to work diligently to cure such default; and

c. Abandonment of the premises by Tenant, or Tenant permitting this Lease to be taken under any writ of execution.

Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by Landlord, Landlord may either terminate this Lease or from time to time, without terminating this Lease re-let the premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such re-letting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder;

second, to the payment of any reasonable costs of such re-letting, including the cost of any reasonable alterations and repairs to the premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the avails of such reletting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to Landlord.

In addition to any other remedies it might have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney fees and the worth, if any, of the rent for the remainder of the lease term over the reasonable rental value of the leased premises for the remainder of the lease term discounted to present value at the rate of twelve (12%) percent per annum, all of which shall be immediately due and payable.

Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within the time provided in Paragraph 19(b) hereof or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due and payable.

All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law; provided in each case Landlord shall be required to mitigate damages.

12. Renewal of Lease.

Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term of one (1) year. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

13. Landlord Improvements.

The Landlord will make the following improvements to the Premises:

a. Landlord, at its sole cost and expense, will install new bay door and reinstall heating system on or before July , 2016.

b. No later than ten (10) days after completion of the work and deliver to Landlord of paid receipts, Landlord will pay and or/reimburse Tenant for any and all material improvements including but not exclusive to:

~~A/C unit~~
Paint
Epoxy
Bathroom improvements
~~Materials used to improve the green space outside~~

In line water heater 3
phase power outlets
Trench drain
Any and all improvements made for security

Tenant will pay for any and all labor costs for improvements made to the building.

14. Landlord Chattels.

The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:

X not applicable

15. Tenant Improvements.

The Tenant will obtain written permission from the Landlord before doing any of the following:

a. removing or adding walls, or performing any structural alterations;

b. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units; or

C. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

16. Utilities and Other Costs.

The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: sewer.

The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, telephone, Internet and cable. Landlord shall provide, at its sole cost, separate gas, water and electricity meters for the Premises.

17. Insurance.

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

18. Governing Law.

It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

19. Severability.

If there is a conflict between any provision of this Lease and the applicable legislation of the State of Michigan (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

20. Assignment and Subletting.

The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

21. Bulk Sale.

No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

22. Additional Provisions.

For any improvements made to the property; Landlord will pay for materials and Tenant will pay for labor.

This lease is contingent upon an environmental quality report that is satisfactory to tenant. If Tenant is dissatisfied with the environmental report, this lease shall become null and void.

23. Maintenance.

a. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

b. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

C. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs in or about the Premises.

24. Care and Use of Premises.

a. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord.

b. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

c. The Tenant will not engage in any illegal trade or activity on or about the Premises.

d. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

25. Surrender of Premises.

At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

26. Hazardous Materials.

The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

27. Rules and Re° ulations.

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

28. General Provisions.

a. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

b. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

C. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

d. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

29. Landlord's Obligation for Maintenance and Insurance.

a. Landlord shall procure and keep in effect during the entire term of this lease fire and casualty insurance on the leased premises for the full replacement value thereof including rent loss coverage in such amounts as shall be reasonably determined by Landlord for Landlord's benefit.

b. Landlord shall make all necessary repairs and replacements to the roof, exterior walls, foundation and structural supports to the Premises. In addition, repair and maintain all driveways and parking area, all doors, windows in the Premises, and the electrical, plumbing, HVAC and sprinkler systems serving the Premises.

30. Destruction of Premises.

In the event the Premises, or any material portion of the Premises, shall be damaged by fire or other casualty during the term hereof so as to render fifty percent (50%) or more of the Premises untenantable, this Lease may be terminated by either Landlord or Tenant, by thirty (30) days prior written notice thereof to the other party, but shall continue unless so terminated.

In the event the Premises is damaged by fire or other casualty during the term hereof so as to render less than fifty percent (50%) of the Premises untenantable, Landlord shall make the repairs which shall be necessary to restore and repair the leased premises with reasonable promptness. In no event shall Landlord, in connection with the repair and restoration of Premises, be required to repair or replace any leasehold improvements which were installed by Tenant.

During any period when all or a portion of the Premises is rendered unusable due to damage from fire or other casualty, then Tenant's rent and all other payments due from Tenant shall abate proportionately during the period of repair and restoration to the extent that the Premises are unusable.

Landlord and Tenant do hereby release and discharge the other party and any officer, agent, employee or representative of such party of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 30th day of June, 2016.

(Witness)

Joe Bommarito (Landlord)

Detroit Vineyards, LLC (Tenant)

Wendy Grant
(Witness)

By: President

Its: President

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)

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) (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 Detroit Vineyards, LLC
(name of applicant)

for the following license(s): Small Wine Maker License
(list specific licenses requested)

to be located at: 6450 Waterloo, Detroit, Michigan 48207

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it recommends 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 _____ (township, city, village)

council/board at a _____ meeting held on _____
(regular or special) (date)

_____	_____	_____
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
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

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