



Plymouth Liquor License Review Committee Meeting Agenda

Tuesday, September 8, 2020 6:00 p.m.

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Meeting will be held online at Zoom.us – Meeting ID 859 2089 7042 Passcode – 900018
Join Zoom Meeting - <https://us02web.zoom.us/j/85920897042>

Statement on explanation of the reason why the public body is meeting electronically:

On March 10, 2020 the Governor of the State of Michigan declared a State of emergency across the State of Michigan under section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 – 421, and the Emergency Powers of the Governor Act of 1945, 1945 PA302, as amended, MCL 10.31 – 33. These sections provide the Governor with broad powers and duties to cope with dangers to this state or to the people of the state.

As a part of the response to the emergency, the Governor has deemed it reasonable and necessary to temporarily suspend rules and procedures relating to physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Due to the emergency situation and the request of the Governor to not gather in groups of 10 or more it is necessary for some public boards to meet electronically.

1. CALL TO ORDER

- a. Roll Call

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. APPROVAL OF MINUTES FROM 3-16-2020

5. COMMISSION COMMENTS

6. OLD BUSINESS

7. NEW BUSINESS

- a. Barrio – Add Space and Adjust Stockholders
- b. Penn Grill – Add Space – Outdoor Service Area and Change in Stockholders
- c. Any Other Business that May Come Before the LLRC

8. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

City of Plymouth Strategic Plan 2017-2020

GOAL I - QUALITY OF LIFE

OBJECTIVES

1. Support the neighborhoods with high-quality customer service
2. Engage in collaboration with private entities and surrounding municipalities to implement the [Joint Recreation Master Plan](#)
3. Improve communication with the public across multiple platforms
4. Maintain a high level of cleanliness throughout the City
5. Support and host a diverse variety of events that foster community and placemaking

ONE YEAR TASKS 2020-21

- Liquor/marijuana license review
- Rooftop seating review
- Adopt Downtown Development Authority (DDA) Master Plan and identify funding sources for implementation
- Begin implementation of Kellogg Park Master Plan with fountain replacement
- Establish format & requirements for public parks sponsorship
- Resident education programs on zoning basics, ordinance change and update, services, and recycling
- City webpage - create city-wide F.A.Q. "Index" page and push out link
- Increase social media presence – 1k new followers/subscribers/etc.
- Review and evaluate City truck routes
- Complete update to Special Events Policy

GOAL II - FINANCIAL STABILITY

OBJECTIVES

1. Approve balanced budgets that maintain fiscal responsibility
2. Advocate for increased revenue sharing with the State of Michigan
3. Encourage and engage in partnerships, both public and private, to share costs of services and equipment
4. Address the issue of legacy costs
5. Seek out and implement efficient and effective inter-departmental collaboration
6. Market our successes to attract new economic and investment opportunities

ONE YEAR TASKS 2020-21

- Actively promote and participate in the 2020 census
- Explore internal and external supplemental funding of legacy costs
- Target revenue enhancements for large-scale capital projects, including grants and millage
- Assist the Michigan Municipal League (MML) in facilitating and increasing support for state revenue sharing initiatives
- Redesign Capital Improvement Plan and evaluate future funding process for Equipment Fund
- Create a rate card for payment in lieu of paid parking
- Develop financial plan for public safety model
- Identify cost estimates, timeframe and potential funding sources for central parking deck
- Complete road bond sale – phase one

GOAL III - ECONOMIC VITALITY

OBJECTIVES

1. Continue to support and improve active, vibrant downtown branding
2. Support community and economic development projects and initiatives
3. Support a mix of industrial, commercial and residential development
4. Reference the [Master Plan](#) in economic decision-making

ONE YEAR TASKS 2020-21

- Continued administration of development projects and proposals including Wilcox Mill, Saxton's, Pulte, Starkweather School, Lumber Mart, and various residential builds
- Branding – consistency across all communications (email, letterhead, agenda)
- Provide annual process and risk-management training to all boards and commissions
- Continue implementing Redevelopment Ready Community (RRC) plan to achieve certification
- Develop list of transitional properties and utilize Michigan Economic Development Corporation (MEDC), Wayne County, others to market
- Explore marketing partnerships (schools, Chamber, hotels, available publications etc.)

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

1. Support administration and staff by providing professional development opportunities, supplying resources, and maintaining a commitment to recruitment, retention and succession planning
2. Support and deliver safe and responsive emergency services
3. Maintain a sophisticated and responsive technology to communicate and manage data
4. Continually record, maintain, update, and improve City infrastructure

ONE YEAR TASKS 2020-21

- Administration to make parking recommendation to City Commission by end of first quarter
- Implement updates to parking system according to direction given by City Commission
- Actively engage employees for further career development for succession planning with special focus on the depth of Cultural Center staffing
- Continue Asset Management Plan
- Review Insurance Services Office (ISO) Report and International City/County Management Association (ICMA) Study & begin meeting to discuss viable options for the future delivery of emergency services
- Approve third version of agreement on sanitary sewer with Western Township Utilities Authority (WTUA) based on delay by Wayne County
- Develop multi-modal transportation policy to City Commission
- Implement 2020 street repairs
- Restore Commercial Motor Vehicle (CMV) enforcement
- Continue geographic information system (GIS) mapping of the City
- Define process/educate citizenry/pursue adoption/Implement form-based codes



City of Plymouth LLRC Meeting Minutes

Monday, March 16, 2020 6:00 p.m.-Plymouth City Hall

ITEM 4

201 S. Main
Plymouth, Michigan 48170-1637

Phone 734-453-1234
Fax 734-455-1892

- 1. CALL TO ORDER:** The meeting was called to order at 6:00 p.m.
- 2. ROLL CALL:** City Commission members present: Member Suzi Deal, Member Tony Sebastian, Member Marques Thomey

ALSO PRESENT: City Manager Paul Sincock, Community Development Director John Buzuvis, Public Safety Director Al Cox, Municipal Services Director Chris Porman
- 3. APPROVAL OF MINUTES:** The LLRC meeting minutes for January 6, 2020 were distributed in advance of the meeting. Member Sebastian offered a resolution, seconded by Member Thomey, to approve the meeting minutes as presented.

MOTION PASSED

4. ANNUAL REVIEW FOR RENEWAL, REVOCATION AND NON-RENEWAL OF LICENSES

The following resolution was offered by Member Thomey and seconded by Member Sebastian:

- WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of All Class C Type Liquor Licenses in the City, and
- WHEREAS On March 16, 2020, the City Administration presented the Liquor License Review Committee and the City Commission with information about the various Liquor licensed establishments in the City, and
- WHEREAS The Local Liquor License Review Committee is required to make a recommendation to the City Commission related to the renewal, revocation and non-renewal of all Liquor Licenses in the City.

NOW THEREFORE BE IT RESOLVED THAT the Local Liquor License Review Committee does hereby recommend to the City Commission that the following licenses be renewed:

- Buon Vino Winery, LLC
- Compari's/Fiamma/Sardine Room (3 locations one license)
- City of Plymouth Recreation
- Hermanns Olde Town Grill
- Mayflower Meeting House
- Nico & Vali
- * Park Place Gastro Pub
- * Barrio – 555 Forest
- * Mayflower – Lt. Gamble Post 6695 VFW
- * Plymouth Knights of Columbus

- Bigalora/Arbor Brewing
- Plymouth ROC – 1020 W. Ann Arbor Road
- Sean O’Callaghan’s
- E.G. Nicks
- Aqua
- Greek Islands
- Pizza E Vino
- * Penn Grill
- * Stella’s Trackside (Starkweather)
- * Post Local Bistro
- * Stella Dog Brewery (Fralick)
- * Westborn Market
- * Pakwaan Restaurant
- * The Honey Hole

There was discussion about the number of licenses in the City. Public Safety Director Al Cox answered questions about his report. There was further discussion about the number of licenses that are allowed in the City. The motion was amended to include the recommendation to add two additional licenses in the DDA.

MOTION PASSED

A second motion was offered by Member Sebastian and seconded by Member Thomey.

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the City, and

WHEREAS On March 16, 2020 the City Administration presented the Liquor License Review Committee and the City Commission with information about the various Liquor licensed establishments in the City, and

WHEREAS The Local Liquor License Review Committee is required to make a recommendation to the City Commission related to the renewal, revocation and non-renewal of all Liquor Licenses in the City.

NOW THEREFORE BE IT RESOLVED THAT the Local Liquor License Review Committee of the City of Plymouth recommends to the City Commission that the following licenses NOT BE RENEWED due to violations of the City’s Liquor Management Ordinance Section 6-39 (4) & (7)

- Norton X Brewing, LTD
- Liberty Street Brewing
- Ironwood Grill

Mark McAlpine, the owner of Liberty Street Brewing, addressed the group. He said he intended to apply for an exemption for the delinquent personal property taxes, and that he recently signed a three-year lease to keep the business in operation.

Member Thomey made a motion, seconded by Member Sebastian, to table the matter until a meeting on May 4, 2020 unless arrangements are made for payment of the delinquent taxes.

MOTION TABLED

5. ADD STOCKHOLDER FOR STELLA'S BLACK DOG TAVERN

The following resolution was offered by Member Thomey and seconded by Member Sebastian:

WHEREAS The City of Plymouth has a Liquor Management Ordinance which requires that changes in the ownership be approved locally, and

WHEREAS The ownership of TBD Advisors, Inc. – Stella's Black Dog Tavern are changing the Stockholders.

NOW THEREFORE BE IT RESOLVED THAT the Local Liquor License Review Committee does hereby recommend to the City Commission that they accept the transfer of stock interest for TBD Advisors, Inc. – Stella's Black Dog Tavern as indicated by the Michigan Liquor Control Commission.

MOTION PASSED

6. ADD STOCKHOLDER FOR STELLA'S TRACKSIDE

The following resolution was offered by Member Sebastian and seconded by Member Thomey:

WHEREAS The City of Plymouth has a Liquor Management Ordinance which requires that changes in the ownership be approved locally, and

WHEREAS The ownership of TBD Advisors, Inc. – Stella's Black Dog Tavern are changing the stockholders.

NOW THEREFORE BE IT RESOLVED THAT the Local Liquor License Review Committee does hereby recommend to the City Commission that they accept the transfer of stock interest for TBD Advisors, Inc. – Stella's Black Dog Tavern as indicated by the Michigan Liquor Control Commission.

MOTION PASSED

7. ADJOURNMENT

Member Thomey offered a motion, seconded by Member Sebastian, to adjourn the meeting.

MOTION PASSED

Paul Sincock

Recording Secretary



Administrative Recommendation - LLRC

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Local Liquor License Review Committee
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - LLRC - Barrio add space & Change stockholders 09-08-20.docx
Date: August 31, 2020
RE: Barrio Add Space & Adjust Stockholders

Background

To comply with the City's Liquor Management Ordinance, the ownership of the Barrio needs to update their operations plan and their filings with the City to add additional space to their operation and to shift stock between the current ownership. The additional space addition is in the area that was previously occupied by a retail establishment prior to the covid situation. The ownership has previously obtained the various building permits and approvals from the Planning Commission to proceed with the additional space. The stockholders are merely transferring percentages of stock between themselves and does not represent any significant changes in the operations.

The space has already been approved by the Michigan Liquor Control Commission and the ownership is bringing this matter forward in order to come into compliance with our Liquor Management Ordinance.

Once the LLRC reviews this matter and makes a recommendation to the City Commission, who will then hold a Public Hearing on this matter and hear any public input on this issue. Further, the Local Liquor License Review Committee heard this matter prior to the City Commission meeting.

The LLRC meeting will be a Zoom Meeting on Tuesday, September 8th.

RECOMMENDATION:

Assuming that LLRC is willing to grant approval, we have attached a proposed Resolution for the LLRC to consider regarding this matter.

Should you have any questions in advance of the meeting please feel free to contact Al Cox or myself.

CITY OF PLYMOUTH
LIQUOR LICENSE REVIEW COMMITTEE
APPLICATION

Name of Applicant: BARRIO
ATTN: DEAN ROVINELLI

Address of Applicant: 555 FOREST AVE
PLYMOUTH, ME 48170

Phone Number of Applicant: 734-776-3325

Fax Number of Applicant:

Email Address of Applicant: info@barriplymouth.com

Please List Name, Address and type of license as it appears on current Liquor License:

THE LOCALE, LLC DBA BARRIO COCINA Y TEQUILERIA

555 FOREST AVE, PLYMOUTH, ME 48170

CLASS C AND SDM WITH SUNDAY SALES PERMIT (PM), OUTDOOR SERVICE AREA

List All Persons Listed on Liquor License (Partners):

DEAN ROVINELLI

JOHN CORSI

Please list type of license that you are requesting (new, permit, transfer of ownership, transfer into the City, etc.):

ADDING SPACE TO LICENSE

Please list Name, Address and type of license as it is proposed (If change approved):

SAME AS ABOVE: CLASS C AND SDM WITH SUNDAY SALES AND OUTDOOR SERVICE.

Please list all persons listed on proposed Liquor License (Partners):

DEAN ROVINELLI

JOHN CORSI

Fee Schedule:

Liquor License Investigations	
Class C or Private Club License:	
New license or transfer of ownership	\$600.00
Amend stockholders	\$300.00
Relocation of existing license (per person named on request)	\$300.00
Dance or entertainment permit	\$200.00
SDD/SDM:	
New license or transfer of ownership	\$400.00
Relocation of existing license (per person named on request)	\$300.00
Add or drop space on license	\$100.00
Special license and one-day permits	\$100.00

Please submit plan of operation (if required, see Section #4 of Ordinance):

CITY OF PLYMOUTH
 201 S MAIN
 PLYMOUTH, MI 48170
 Phone : 734-453-1234
 WWW.CI.PLYMOUTH.MI.US

Received From:
 Date: 08/14/2020
 Receipt: 371957
 Cashier: JOHN

Time: 11:49:08 AM

ITEM REFERENCE	AMOUNT
LICEN LICENSES LIQUOR	\$100.00
TOTAL	\$100.00
CHECK 2001	\$100.00
Total Tendered:	\$100.00
Change:	\$0.00

Signature of Applicant:



Date:

8/13/20

LAW OFFICES OF
DIXON & MacDONALD, P.C.
24901 NORTHWESTERN HIGHWAY, SUITE 200
SOUTHFIELD, MICHIGAN 48075

CLARENCE O. DIXON
SCOTT D. MacDONALD

WRITER E-MAIL:
scottmac@dixon-macdonald.com

TELEPHONE (248) 865-8866
FACSIMILE (248) 865-8822

July 9, 2020

Plymouth Liquor License Review Committee
Attn: Chief of Police, Al Cox
Via electronic mail to acox@plymouthpolice.org

RE: APPLICATION TO TRANSFER UNITS BETWEEN EXISTING MEMBERS

Licensee: The Locale, LLC d/b/a Barrio Cocina Y Tequileria
Licensed Premises: 555 Forest Ave., Plymouth, MI 48170-1721
Current Members: Dean Rovinelli (50%), John Corsi (50%)
Proposed Members: Dean Rovinelli (40%), John Corsi (60%)

Dear Chief Cox:

My office represents The Locale, LLC d/b/a Barrio Cocina Y Tequileria ("Licensee"). The Licensee is currently owned by Dean Rovinelli (50%) and John Corsi (50%). Following approval, Mr. Rovinelli will hold 40% and Mr. Corsi will hold 60%. No new members are proposed. Copies of the following documents are enclosed for review by the Liquor License Review Committee:

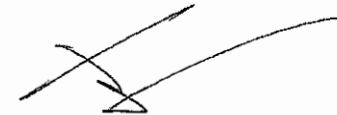
1. City of Plymouth Liquor License Review Committee Application; and
2. Membership Interest Purchase Agreement.

It is my understanding that the Licensee will deliver its check for the \$300 application fee directly to the City Clerk.

Thank you for your kind attention to this letter and its enclosures. We look forward to any questions or comments that you or the other members of the LLRC may have.

Very truly yours,

DIXON & MacDONALD, P.C.



Scott D. MacDonald

SDM

Enclosures as noted above

cc: Dean Rovinelli (via electronic mail, with enclosures)
John Corsi (via electronic mail, with enclosures)

**CITY OF PLYMOUTH
LIQUOR LICENSE REVIEW COMMITTEE
APPLICATION**

Name of Applicant: *The Locale, LLC d/b/a Barrio Cocina Y Tequileria*

Address of Applicant: *555 Forest Ave., Plymouth, MI 48170-1721*

Phone Number of Applicant: *734-738-6754*

Fax Number of Applicant: _____

Email Address of Applicant: *dinorovinelli@hotmail.com*

Please List Name, Address and type of license as it appears on current Liquor License:

The Locale, LLC d/b/a Barrio Cocina Y Tequileria

555 Forest Ave., Plymouth, MI 48170-1721

Class C and SDM

List All Persons Listed on Liquor License (Partners):

Dean Rovinelli (50%) and John Corsi (50%)

Please list type of license that you are requesting (new, permit, transfer of ownership, transfer into the City, etc.):

Change in ownership to: Dean Rovinelli (40%) and John Corsi (60%)

Please list Name, Address and type of license as it is proposed (If change approved):

Name, address and type of license would stay the same.

Please list all persons listed on proposed Liquor License (Partners):

Dean Rovinelli and John Corsi

Fee Schedule:

Liquor License Investigations	
Class C or Private Club License:	
New license or transfer of ownership	\$600.00
Amend stockholders	\$300.00
Relocation of existing license (per person named on request)	\$300.00
Dance or entertainment permit	\$200.00
SDD/SDM:	
New license or transfer of ownership	\$400.00
Relocation of existing license (per person named on request)	\$300.00
Add or drop space on license	\$100.00
Special license and one-day permits	\$100.00

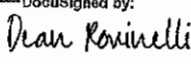
Please submit plan of operation (if required, see Section #4 of Ordinance):

CITY OF PLYMOUTH
 201 S MAIN
 PLYMOUTH, MI 48170
 Phone : 734-453-1234
 WWW.CI.PLYMOUTH.MI.US

Received From:
 Date: 07/10/2020
 Receipt: 368379
 Cashier: AEG
 Time: 9:26:46 AM

ITEM REFERENCE	AMOUNT
PDREV POLICE DEPARTMENT REVENUE	
BARIO	\$300.00
TOTAL	\$300.00
CHECK 1982	\$300.00
Total Tendered:	\$300.00
Change:	\$0.00

Signature of Applicant: _____

DocuSigned by:

 BFCF3355DF53476...

Date: 7/3/2020

Dean Rovinelli, Authorized Member

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (the "Agreement") is entered into by and between DEAN ROVINELLI (the "Seller"), and JOHN CORSI (the "Purchaser"), jointly, the "parties", with reference to the following facts and circumstances, all of which are true and incorporated into the agreement of the parties, and shall be retroactively effective as of January 1, 2020 ("Effective Date"):

A. Seller and Purchaser are both members in THE LOCALE, LLC D/B/A BARRIO COCINA Y TEQUILERIA, a Michigan limited liability company (the "Company");

B. The business and affairs of the Company are governed by an Amended and Restated Operating Agreement executed on the Effective Date hereof (the "Operating Agreement");

C. Prior to consummation of the transactions contemplated herein, Seller and Purchaser each owned fifty percent (50%) of the Company's outstanding membership interest;

D. Seller desires to sell and Purchaser desires to purchase ten percent (10%) of Seller's Membership Interest in accordance with the terms of this Agreement; and

E. Following consummation of the transactions contemplated herein, Seller shall own forty percent (40%) and Purchaser shall own sixty percent (60%) of the Company's outstanding membership interest.

NOW, THEREFORE, in consideration of the collective promises, representations, warranties and covenants contained in this Agreement, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, ten percent (10%) of Seller's Membership Interest in the Company. In consideration thereof, Purchaser has paid Seller One Dollar (\$1.00) (the "Purchase Price"), receipt of which is hereby acknowledged, and Seller has executed and delivered to Purchaser the Assignment of Membership Interest attached as Exhibit 'A'.

2. Notwithstanding anything to the contrary set forth in this Agreement, the transactions contemplated herein remain subject to approval of the Michigan Liquor Control Commission and shall be void *ab initio* in the event of denial.

3. Each party acknowledges that this Amendment was drafted with the assistance of Attorney Scott D. MacDonald, of Dixon & MacDonald, P.C., as scrivener only and at the joint request of both parties, and agree that each such party, for such party and his successors and assigns, waives any and all claims against the aforementioned attorney and/or law firm arising from or alleging a conflict of interest in arising from or related to the preparation of this Agreement. Each party has either consulted with independent legal counsel concerning the terms

and conditions of this Amendment or knowingly and freely elected to not seek legal counsel in entering into this binding legal agreement.

4. Each party represents that, in entering into this Agreement, (a) such party has read and understands this Agreement, and has relied and is relying solely upon his own judgment, belief, and knowledge of the nature, extent, effect, and consequences relating thereto, and upon the advice of his own, independent legal counsel; (b) this Agreement is being made without reliance upon any statement or representation not contained or referenced in this Agreement of any other party, or any representative, agent, or attorney of any other party; (c) no promise, inducement, or agreement not expressed in this Agreement has been made to any of the parties; and (d) the terms and conditions contained herein are contractual and not mere recitals.

5. This Agreement (a) may only be amended in writing signed by both parties; (b) shall not be assignable by either party without written consent of the other party; (c) shall be binding upon the parties and their respective heirs, administrators, executors, personal representatives, successors and assigns; (e) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior oral or written representations and agreements, including contemporaneous agreements; and (f) shall be governed by and construed in accordance with the laws of the State of Michigan. All legal presumptions shall be construed equally in favor of each party. If any term or provision of this Agreement is invalid or unenforceable under any statute, regulation, executive order or other rule of law, such term or provision shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining terms and provisions of this Agreement shall remain in full force and effect. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision. This Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same. Delivery via facsimile or PDF transmission of a counterpart of this Agreement as executed by the parties making such delivery shall constitute good and valid execution and delivery of this Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the Effective Date first above written.

SELLER:

DocuSigned by:
Dean Rovinelli Dated: 7/3/2020
BFCF335EDF53476...
DEAN ROVINELLI

PURCHASER:

DocuSigned by:
John Corsi Dated: 7/3/2020
1571550B9D39433...
JOHN CORSI

EXHIBIT 'A'

ASSIGNMENT OF MEMBERSHIP INTEREST

ASSIGNMENT OF MEMBERSHIP INTEREST

DEAN ROVINELLI ("Assignor") does hereby completely and fully set over, assign and warrant to JOHN CORSI ("Assignee") ten percent (10%) of Assignor's membership interest in THE LOCALE, LLC D/B/A BARRIO COCINA Y TEQUILERIA, a Michigan limited liability company, including all rights and obligations of full membership attendant thereto, pursuant to the terms and provisions of a certain Membership Interest Purchase Agreement executed on even date herewith with a retroactive effective date of January 1, 2020.

ASSIGNOR:

DocuSigned by:
Dean Rovinelli Dated: 7/3/2020
BFCF3355DF53476...
DEAN ROVINELLI

ACCEPTANCE

Assignee hereby accepts assignment of the membership interest described above, including all rights and obligations of full membership attendant thereto.

ASSIGNEE:

DocuSigned by:
John Corsi Dated: 7/3/2020
1571560B9D39433...
JOHN CORSI

**CITY OF PLYMOUTH
PLAN OF OPERATION**

License: The Locale, LLC
Premises: 555 Forest Avenue
Plymouth, Michigan 48170

LIQUOR LICENSE TYPE: Class C and SDM, with Sunday Sales Permit (PM), and Outdoor Service area Permit

PREAMBLE: I/we have copies of the City of Plymouth's Liquor Management Ordinance, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

I. HOURS OF OPERATION: The planned hours of operation are:

- Monday-Thursday: 11:00am to 10:00pm
- Friday and Saturday: 11:00am to 11:00pm
- Sunday: 12:00pm-9:00pm

II. FORMAT: The Locale, LLC does business as Barrio Cocina + Tequileria and operates as a comfortable, full service neighborhood restaurant where the primary business activity is the sale and service of food, and where the sale of alcoholic beverages is only incidental to the food service. Barrio Cocina + Tequileria does not operate in a manner where the sale of alcoholic beverages is the primary activity. During all hours of operation the business will be open to the public and the kitchen shall remain open and offer food preparation and service to its patrons. Barrio Cocina + Tequileria is owned and operated by John Corsi and Dean Rovinelli and specializes in creative renditions of favorite authentic Mexican foods. The premise previously offered full service for roughly 94 patrons (included main floor seating for 50, upstairs seating for 20, and exterior seating for 24) while employing 15-20 persons per day. The renovated premise will continue to operate as a full service restaurant offering fresh, high quality, artisanal food options for roughly 136 patrons (includes main floor seating for 66, upstairs seating for 38, and exterior seating for 32) while employing 15-20 persons per day.

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It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales will continue to be approximately 65% food 35% n/a beverages, wine, beer, and cocktails. The previous total square footage of guest space was 2,000 square feet (does not include incidental areas used for service and storage, housing of mechanical equipment, heating systems and similar uses). The new guest space will consist of 3,000 feet. Total square footage for the building is roughly 5,000 square feet.

III. CODE COMPLIANCE: Barrio Cocina + Tequileria will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes as well as zoning requirements.

IV. PLAN OF OPERATION: It is acknowledged that under Liquor Management Ordinance, the business shall be operated in accordance with this approved Plan of Operation. Changing the

**CITY OF PLYMOUTH
PLAN OF OPERATION**

operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Council prior to it being placed into effect on the business premises.

V. SECURITY: Security for the customer, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. PARKING: Parking shall be provided as follows: (Number of Spaces)

- 29 spaces plus 2 handicap spaces on site
- 685 Public Spaces plus 28 handicap spaces total in downtown Plymouth, 76 Public Spaces plus 2 handicap spaces in the immediate vicinity on Forest Avenue alone

VII. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Plymouth and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission bases by any person.

The following polices will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
2. All Staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All Staff will be alert to potential problems at their respective areas at the facility.
4. Be polite and courteous to the intoxicated individuals(s). Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 40 years of age or younger will be asked to show proper Michigan identification. Signage will be posted at serving locations. Patrons must produce proper identification.
 - 5.1 All patrons under 21 years of age, service will be refused.
 - 5.2 Check "State Seal" and other markings. Check for damage or alterations to identification card.
 - 5.3 Do not return falsified identification cards. Call management immediately.

**CITY OF PLYMOUTH
PLAN OF OPERATION**

6. If a patron shows signs of intoxication, then refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management if necessary.
7. If a patron is purchasing on behalf of someone else who appears **less than 30 years old or younger**, then request to see identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons
 - No sales without proper identification
 - Limited alcoholic choices if necessary
 - When in doubt, do not serve, call the supervisor
9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcoholic related incidents at end of event. Information will be disseminated accordingly.
12. We shall provide free and/or at reduced prices, non-alcoholic beverages to all designated drivers.
13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the City of Plymouth Chief of Police.

VIII. REFUSE DISPOSAL: The establishment will dispose of refuse in enclosed dumpster/s, with locked lids. Pickup will be a minimum of one (1) time per week.

IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses and residences as well as cooperation with all City Departments. Every effort will be made to solve any problems that may arise.

X. RESTAURANT HISTORY: John Corsi is the successful restaurant owner of Pizza and Vino in downtown Plymouth, MI on Penniman Avenue and Barrio on Forest Avenue. Pizza and Vino and Barrio both have spotless records with the Michigan Liquor Control Commission and City of Plymouth, and have never been cited for ordinance violations or complaints from residents.

**CITY OF PLYMOUTH
PLAN OF OPERATION**

Dean Rovinelli is also the successful restaurant owner of Barrio on Forest Avenue. Barrio has spotless records with the Michigan Liquor Control Commission and City of Plymouth and has never been cited for ordinance violations or complaints from residents.

Together we are fully committed to:

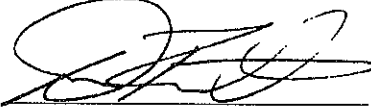
- * Providing an accommodating and worthwhile experience for local residents and out-of-town visitors
- * Aligning ourselves with community demand for a broader range of lifestyle options by creating a great looking space that offers fresh, high quality, and artisanal food.
- * Adding to the downtown vibrancy

XI. EMERGENCY CONTACTS:

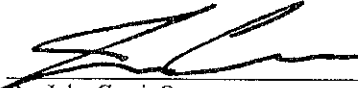
Dean Rovinelli (c) 734-776- 3325
John Corsi (c) 248-974-7347

Date: August 12, 2020

The Locale, LLC/ Barrio Cocina Tequileria
Corporate Name/Doing Business As



By: Dean Rovinelli, Owner
Name/Title



By: John Corsi, Owner
Name/Title

R E S O L U T I O N

The following Resolution was offered by _____ and seconded by _____.

WHEREAS The City of Plymouth has a Liquor Management Ordinance which Requires licensed establishments to update their operations plans When they make changes, and

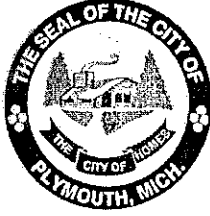
WHEREAS Barrio Cocina has applied to the State of Michigan for a permanent Additional space at their establishment, and

WHEREAS The City Planning Commission has authorized the use of this additional Space and they have applied for the various building permits for the Addition, and

WHEREAS The stockholders have requested to move stock between the current Holders of stock, and

WHEREAS The Local Liquor License Review Commission held a meeting to review This Request.

NOW THEREFORE BE IT RESOLVED THAT the Local Liquor License Review Committee of the City of Plymouth does hereby recommend that the City Commission accept the updated Operations Plan from Barrio Cocina to include additional space as outlined in their plan and for the transfer of stock between the current owners of the establishment.



Administrative Recommendation - LLRC

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - LLRC Penn Grill - Add Space Outdoor Service Area & stockholders 09-08-20.docx*
Date: August 20, 2020
RE: Penn Grill Outdoor Service Area & change in Stockholders

Background

To comply with the City's Liquor Management Ordinance, the ownership of the Penn Grill needs to update their operations plan and their filings with the City to add a permanent outdoor service area and to change stockholders. The new addition of outdoor space is located in the alley between the Penn Grill and Kilwins by the trash dumpster. They are currently using this space under the Michigan Liquor Control Commission covid rules for expanded outdoor space. This action would make that seating area permanent, under the terms of their arrangements with the property owner.

The agreement that the owners of the Penn Grill have with the owner of the property indicates that the Penn Grill staff would be responsible to remove the tables and chairs from this area to allow garbage truck access to the dumpster located in this alley. During periods of time that the Penn Grill is using the area for seating they put a cover in front of the dumpster to block it from view.

The space has already been approved by the Michigan Liquor Control Commission and the ownership is bringing this matter forward in order to come into compliance with our Liquor Management Ordinance.

In addition, the ownership group is looking to change stockholders, by deleting one current stockholder and then splitting the stock equally between the two remaining owners. Again, this has already been through the MLCC process.

After the LLRC reviews this matter, they can recommend acceptance by the City Commission, who will still need to hold a Public Hearing on this matter and hear any public input on this issue.

RECOMMENDATION:

Assuming that LLRC is willing to recommend approval, we have attached a proposed Resolution for the LLRC to consider regarding this matter.

Should you have any questions in advance of the meeting please feel free to contact Al Cox or myself.

LAW OFFICES OF
DIXON & MacDONALD, P.C.
24901 NORTHWESTERN HIGHWAY, SUITE 200
SOUTHFIELD, MICHIGAN 48075

CLARENCE O. DIXON
SCOTT D. MacDONALD

WRITER E-MAIL:
scottmac@dixon-macdonald.com

TELEPHONE (248) 865-8866
FACSIMILE (248) 865-8822

July 25, 2020

Plymouth Liquor License Review Committee
Attn: Chief of Police, Al Cox
Via electronic mail to acox@plymouthpolice.org

RE: APPLICATION TO TRANSFER UNITS BETWEEN EXISTING MEMBERS
Licensee: VWS Holdings, LLC d/b/a Penn Grill
Licensed Premises: 820 Penniman Ave., Plymouth, MI 48170
Current Members: William Farwell (33-1/3%), Vincent Spica (33-1/3%), Susan Knight (33-1/3%)
Proposed Members: William Farwell (50%), Vincent Spica (50%)

Dear Chief Cox:

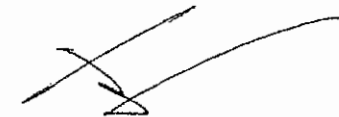
My office represents VWS Holdings, LLC d/b/a Penn Grill ("Licensee"). The Licensee is currently owned by William Farwell (33-1/3%), Vincent Spica (33-1/3%), Susan Knight (33-1/3%). Following approval, Mr. Farwell will hold 50% and Mr. Spica will hold 50%. No new members are proposed. Copies of the following documents are enclosed for review by the Liquor License Review Committee:

1. City of Plymouth Liquor License Review Committee Application;
2. Membership Interest Redemption Agreement; and
3. Amendment to Membership Interest Redemption Agreement.

It is my understanding that the Licensee will deliver its check for the \$300 application fee directly to the City Clerk.

Thank you for your kind attention to this letter and its enclosures. We look forward to any questions or comments that you or the other members of the LLRC may have.

Very truly yours,
DIXON & MacDONALD, P.C.



Scott D. MacDonald

SDM

Enclosures as noted above

cc (via electronic mail, with enclosures): William Farwell, Vincent Spica, Susan Knight

**CITY OF PLYMOUTH
LIQUOR LICENSE REVIEW COMMITTEE
APPLICATION**

Name of Applicant: *VWS Holdings, LLC d/b/a Penn Grill*

Address of Applicant: *820 Penniman Ave., Plymouth, MI 48170*

Phone Number of Applicant: *734-660-4958 (Vincent Spica)*

Fax Number of Applicant: _____

Email Address of Applicant: *vincent.spica@yahoo.com*

Please List Name, Address and type of license as it appears on current Liquor License:

VWS Holdings, LLC d/b/a Penn Grill

820 Penniman Ave., Plymouth, MI 48170

Class C and SDM

List All Persons Listed on Liquor License (Partners):

William Farwell (33-1/3%), Vincent Spica (33-1/3%), Susan Knight (33-1/3%)

Please list type of license that you are requesting (new, permit, transfer of ownership, transfer into the City, etc.):

Change in ownership to: William Farwell (50%), Vincent Spica (50%)

Please list Name, Address and type of license as it is proposed (If change approved):

Name, address and type of license would stay the same.

Please list all persons listed on proposed Liquor License (Partners):

William Farwell and Vincent Spica

Fee Schedule:

Liquor License Investigations	
Class C or Private Club License:	
New license or transfer of ownership	\$600.00
Amend stockholders	\$300.00
Relocation of existing license (per person named on request)	\$300.00
Dance or entertainment permit	\$200.00
SDD/SDM:	
New license or transfer of ownership	\$400.00
Relocation of existing license (per person named on request)	\$300.00
Add or drop space on license	\$100.00
Special license and one-day permits	\$100.00

Please submit plan of operation (if required, see Section #4 of Ordinance):

CITY OF PLYMOUTH
 201 S MAIN
 PLYMOUTH, MI 48170
 Phone : 734-453-1234
 WWW.CI.PLYMOUTH.MI.US

Received From:
 Date: 07/29/2020
 Receipt: 369981
 Cashier: TLB
 Time: 10:36:42 AM

ITEM REFERENCE	AMOUNT
LICEN LICENSES	
LIQUOR LICENSE	\$300.00
TOTAL	\$300.00
CHECK 14625	\$300.00
Total Tendered:	\$300.00
Change:	\$0.00

DocuSigned by:
 Signature of Applicant: Vincent Spica Date: 7/20/2020
0AEC5189B15D478
 Vincent Spica, Authorized Member

MEMBERSHIP INTEREST REDEMPTION AGREEMENT

THIS MEMBERSHIP INTEREST REDEMPTION AGREEMENT (the "Agreement") is entered into on this September 17, 2019, by and among **SUSAN A. KNIGHT**, as Trustee of the Susan A. Knight Trust U/A/D 1/28/2001 ("Knight"); **PENN AVE. PARTNERS, LLC**, a Michigan limited liability company (the "Company"); **VINCENT SPICA** ("Spica"); and **WILLIAM B. FARWELL** ("Farwell"); collectively, the "parties", with reference to the following facts and circumstances, all of which are true and incorporated into this Agreement:

A. Knight owns a thirty-three and one-third percent (33-1/3%) membership interest in the Company (the "Membership Interest");

B. Knight desires to sell and Company desires to purchase the Membership Interest pursuant to that certain Promissory Note executed on even date herewith, which has been personally guaranteed by Spica and Farwell, subject to the further terms of this Agreement; and

C. Knight also owns and desires to redeem her thirty-three and one-third percent (33-1/3%) membership interest in **VWS HOLDINGS, LLC**, a Michigan limited liability company, pursuant to the terms and provisions of a separate Membership Interest Redemption Agreement executed on even date herewith, and a separate Promissory Note made and executed by **VWS HOLDINGS, LLC** on even date herewith, which Promissory Note is likewise guaranteed by Spica and Farwell.

NOW, THEREFORE, in consideration of the collective promises, representations, warranties and covenants contained in this Agreement, the parties agree as follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Company agrees to purchase from Knight, and Knight agrees to sell to Company, Knight's entire Membership Interest. In consideration thereof, Company agrees to pay Knight One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price") with interest at the rate of seven percent (7%) per annum, compounded monthly, on or before August 1, 2024 (the "Maturity Date"). Upon execution of this Agreement, Company shall make and deliver to Knight the Promissory Note attached as Exhibit 'A'; Spica and Farwell shall execute and deliver to Knight the Guaranties attached as Exhibit 'B'; Knight shall execute and deliver to Spica and Farwell an Assignment of Voting Rights in the form attached as Exhibit 'C'; Knight shall execute and deliver to Spica and Farwell an Assignment of Financial Rights in the form attached as Exhibit 'D'; and Knight shall execute and deliver into escrow an Assignment of Membership Interest in the form attached as Exhibit 'E' pursuant to that certain Escrow Agreement executed on even date herewith. A payoff calculation as of the Maturity Date is attached as Exhibit 'F'.

2. Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place within fourteen (14) days after the Michigan Liquor Control Commission issues its Order of Approval for transactions contemplated under the Membership Interest Redemption Agreement referenced in Recital 'C' of this Agreement, at such date and location as the parties may mutually determine, or August 1, 2024, whichever is later (the "Closing Date"). At the Closing, Company shall fully satisfy the Promissory Note and the parties shall jointly instruct the escrow agent under the Escrow Agreement to release the

Assignment of Membership Interest to Company, which shall be effective for all purposes on the date released, but not before.

3. Representations and Warranties of Knight. Knight represents and warrants to Company as of the date of this Agreement and as of the Closing that:

(a) Knight has full power and authority to execute and deliver this Agreement and to perform her obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Knight, enforceable in accordance with its terms and consideration;

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement to which Knight is a party or by which he/she is bound;

(c) Knight holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims or demands;

(d) Knight has neither actual knowledge nor reason to know of any action, proceeding or investigation pending or threatened against her before any court, commission or administrative agency that might materially and adversely affect the Membership Interest sold hereunder; and

(e) Documents, statements and writings submitted to the Company or its representatives, in relation to the Membership Interest to be conveyed under the terms of this Agreement, are genuine and in all respects what they purport to be, in that said documents, attachments, and writings have not omitted any material facts necessary to make this transaction misleading.

4. Representations and Warranties of Company. Company represents and warrants to Knight as of the date of this Agreement and as of the Closing that:

(a) Company has full power and authority to execute and deliver this Agreement and to perform its obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Company, enforceable in accordance with its terms and consideration.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Company is a party or by which Company is bound.

5. Indemnities. As of the Effective Date, the parties agree to the following obligations, which shall survive Closing:

(a) Knight shall indemnify and hold harmless Company, Spica and Farwell, and their respective successors and assigns, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees relating to, arising out of, or resulting from Knight's breach of any covenant, representation or warranty set forth in this Agreement.

(b) Company, Spica and Farwell shall jointly and severally indemnify and hold harmless Knight, her successors and assigns, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees relating to, arising out of, or resulting from Company's breach of any covenant, representation or warranty set forth in this Agreement.

(c) Company, Spica and Farwell shall jointly and severally indemnify and hold harmless Knight, her successors and assigns, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees relating to, arising out of, or resulting from third-party claims accruing after the date of this Agreement, including but not limited to payroll withholding and sales tax liabilities.

6. Releases. As of the Effective Date, the parties agree to the following obligations, which shall survive Closing:

(a) Upon Company's full payment of all principal, interest and other sums owed of the Promissory Note, the Company, Spica and Farwell, and their respective successors and assigns, shall be fully released and discharged from all other losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, if any, owed to Seller, except as necessary to enforce this Agreement.

(b) Upon execution of this Agreement, Knight, and her successors and assigns, shall be fully released and discharged from all other losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, if any, owed to Company, Spica and/or Farwell, except as necessary to enforce this Agreement.

7. Non-Assignability. This Agreement shall not be assignable by any party without the prior written consent of the other party.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

10. Waiver of Breach. A waiver by any party of a breach of any provision of this Purchase Agreement by any other party shall not operate to be construed (a) as continuing, or (b) as a bar to, or waiver or release of, any subsequent right, remedy, or recourse as to a subsequent event, or, as a waiver of any subsequent breach by that other party.

11. Cross-Default. The parties agree that any breach by VWS HOLDINGS, LLC under the Membership Interest Redemption Agreement referenced in Recital 'C' of this Agreement, or any of its exhibits, shall, at Knight's option, also constitute a breach by Company, Spica and Farwell under this Agreement. The parties further agree that any breach by Knight under the Membership Interest Redemption Agreement referenced in Recital 'C' of this Agreement, or any of its exhibits, shall, at Company's option, also constitute a breach by Knight under this Agreement.

12. Course of Conduct. No course of conduct between the parties hereto, nor any delay in exercising any rights or remedies hereunder or under any communication, report, notice or other documents or instrument referred to herein, shall operate as a waiver of any of the rights or remedies of the parties hereto.

13. Amendment. This Agreement shall not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

16. Severability. Should any covenant, condition, term or provision of this Agreement be deemed to be illegal, or if the application thereof to any person or any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each covenant, condition, term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Survival. The parties acknowledge and agree that this Agreement contains substantial terms and provisions which are intended to govern the rights duties and obligations of the parties following the Closing. Accordingly, this Agreement shall survive and shall not be deemed merged into, the execution or delivery or any documents, property, or payments pursuant to the terms hereof; and this Agreement shall remain in full force and effect following the Closing.

18. Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

19. Time of Essence. Time is of the essence in the performance of all obligations under Purchase Agreement.

20. Confidentiality. The parties agree that the terms and conditions of this Agreement shall be kept confidential until the Closing, except as otherwise required by law or by a court of competent jurisdiction.

21. Notices. Any and all notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses as shown below, or such other address as a party may advise in writing:

If to Knight: Susan A. Knight
50295 Fellows Hill Drive
Plymouth, MI 48170

If to Company, Spica or Farwell: Penn Ave. Partners, LLC
820 Penniman Ave.
Plymouth, MI 48170

22. Use of Legal Counsel. Each party acknowledges that this Agreement was drafted with the assistance of Attorney Scott D. MacDonald, of Dixon & MacDonald, P.C., as scrivener only and at the request of all parties to this Agreement, and agrees that each such party, for him/herself, his/her successors and assigns, waives any claim against the aforementioned attorney and/or law firm arising from or alleging a conflict of interest. The parties to this Agreement have either consulted with their legal counsel concerning the terms and conditions of this Agreement or knowingly and freely elected to not seek legal counsel in entering into this binding legal Agreement. As a result, neither party shall be deemed to have been the drafter of this Agreement, and no presumptions shall be made regarding ambiguities or their construction against one party or the other.

23. Entire Agreement. This Agreement, including any attached exhibits and documents referenced herein, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereunto have executed this Membership Interest Redemption Agreement as of the Effective Date first above written.

KNIGHT:

Susan Knight Dated: 9/17/19
SUSAN A. KNIGHT, as Trustee of the Susan A. Knight Trust U/A/D 1/28/2001

COMPANY:

[Signature] Dated: 9/17/19
PENN AVE. PARTNERS, LLC
By: Vincent Spica
Its: Authorized Member

-and-
[Signature] Dated: 9/17/19
PENN AVE. PARTNERS, LLC
By: William B. Farwell
Its: Authorized Member

SPICA:

[Signature] Dated: 9/17/19
VINCENT SPICA

FARWELL:

[Signature] Dated: 9/17/19
WILLIAM B. FARWELL

LAW OFFICES OF
DIXON & MacDONALD, P.C.
24901 NORTHWESTERN HIGHWAY, SUITE 200
SOUTHFIELD, MICHIGAN 48075

CLARENCE O. DIXON
SCOTT D. MacDONALD

WRITER E-MAIL:
scottmac@dixon-macdonald.com

TELEPHONE (248) 865-8866
FACSIMILE (248) 865-8822

July 25, 2020

Plymouth Liquor License Review Committee
Attn: Chief of Police, Al Cox
Via electronic mail to acox@plymouthpolice.org

RE: APPLICATION FOR PERMANENT OUTDOOR SERVICE AREA
Applicant/Licensee: VWS Holdings, LLC d/b/a Penn Grill
Licensed Premises: 820 Penniman Ave., Plymouth, MI 48170

Dear Chief Cox:

My office represents VWS Holdings, LLC, which is applying for a Permanent outdoor service area on private property adjacent to the Licensed Premises. Copies of the following documents are enclosed for review by the Liquor License Review Committee:

1. City of Plymouth Liquor License Review Committee Application;
2. Diagram of the proposed outdoor service area, showing the exact width and length, the height of barriers, and points of ingress and egress;
3. Photograph of the proposed outdoor service area;
4. Photograph of the proposed barrier; and
5. Lease Agreement for the proposed outdoor service area.

Thank you for your kind attention to this letter and its enclosures. We look forward to any questions or comments that you or the other members of the LLRC may have.

Very truly yours,

DIXON & MacDONALD, P.C.



Scott D. MacDonald

SDM/bsa

Enclosures as noted above

cc: Vincent Spica (via electronic mail, w/encs.)

**CITY OF PLYMOUTH
LIQUOR LICENSE REVIEW COMMITTEE
APPLICATION**

Name of Applicant: VWS Holdings, LLC d/b/a Penn Grill _____

Address of Applicant: 820 Penniman Ave. _____
Plymouth, MI 48170 _____

Phone Number of Applicant: 734-660-4958 _____

Fax Number of Applicant: _____

Email Address of Applicant: vincent.spica@yahoo.com _____

Please List Name, Address and type of license as it appears on current Liquor License:

VWS Holdings, LLC d/b/a Penn Grill _____

820 Penniman Ave., Plymouth, MI 48170 _____

Class C and SDM _____

List All Persons Listed on Liquor License (Partners):

Vincent Spica, William Farwell, Susan Knight

Please list type of license that you are requesting (new, permit, transfer of ownership, transfer into the City, etc.):

Permanent Outdoor Service Area on private property.

Please list Name, Address and type of license as it is proposed (If change approved):

Name, address and type of license would stay the same.

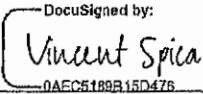
Please list all persons listed on proposed Liquor License (Partners):

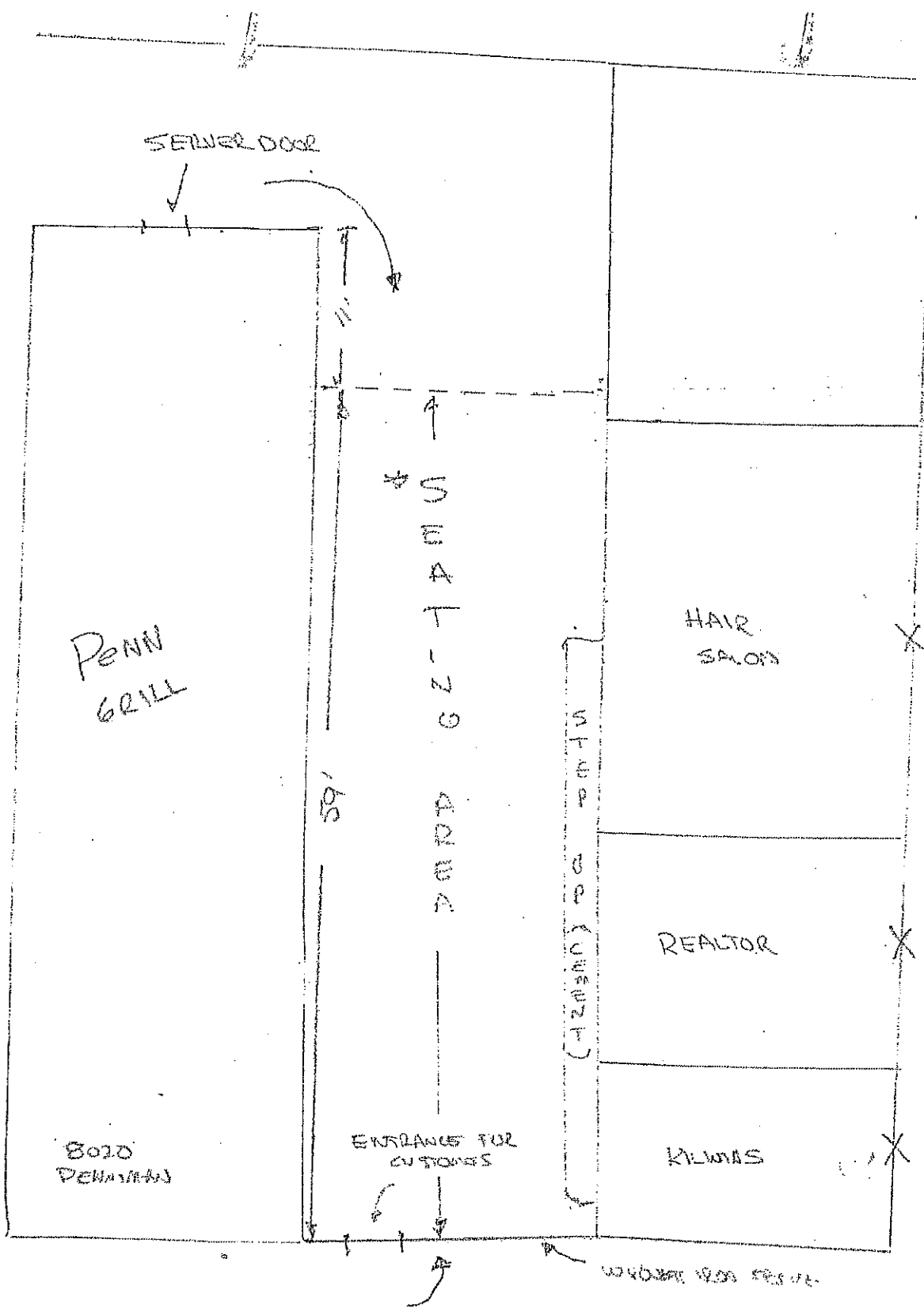
No change in ownership is proposed.

Fee Schedule:

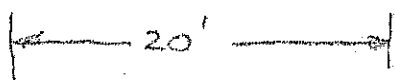
Liquor License Investigations	
Class C or Private Club License:	
New license or transfer of ownership	\$600.00
Amend stockholders	\$300.00
Relocation of existing license (per person named on request)	\$300.00
Dance or entertainment permit	\$200.00
SDD/SDM:	
New license or transfer of ownership	\$400.00
Relocation of existing license (per person named on request)	\$300.00
Add or drop space on license	\$100.00
Special license and one-day permits	\$100.00

Please submit plan of operation (if required, see Section #4 of Ordinance):

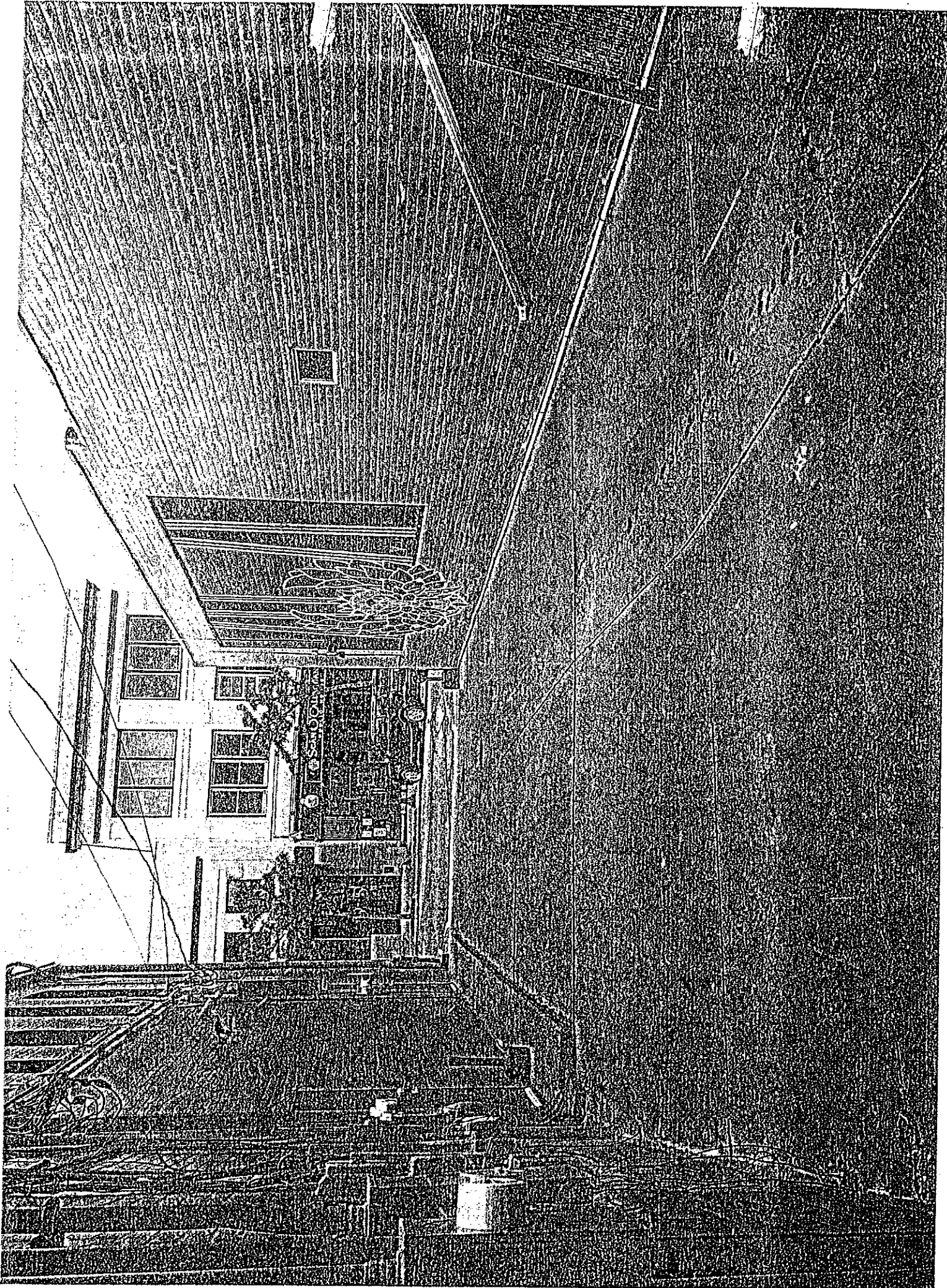
Signature of Applicant:  Date: 7/20/2020
Vincent Spica, Authorized Member

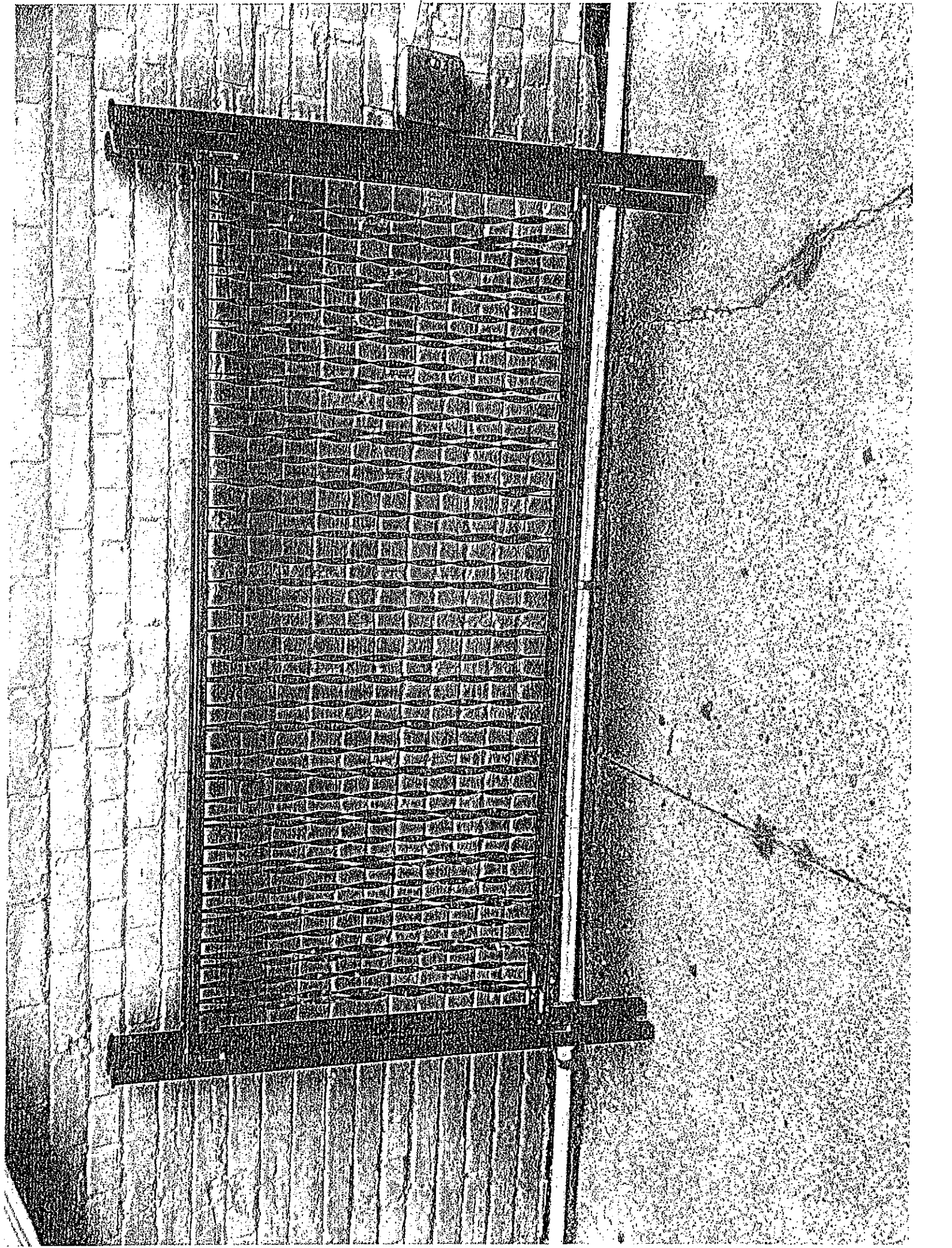


PROPOSED OUTSIDE AWAYWAY USE



* SETTING DEPENDS ON STATE REGULATION
 & COLLECTIVE SITUATION





LEASE

THIS LEASE is made as of this 1st day of April 2020 by
and between

Downtown Plymouth LLC (The Landlord) and VWS HOLDINGS LLC
(The Tenant)

WHEREAS, Landlord is the owner of certain improved
property which Landlord desires to lease; and

WHEREAS, Tenant desires to lease that certain improved
property from Landlord on the terms and conditions set

forth in this Lease. (Alleyway @ 296 S. main ST. Plymouth MI 48170)

NOW, THEREFORE, in consideration of the foregoing
premises, the rents, mutual
covenants, promises and agreements contained herein, and
other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the parties
agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant
hereby leases from
Landlord that certain real property and all improvements
thereon situated in the City of Plymouth, Wayne County of
MICHIGAN, and more commonly known as
296 South Main Street Plymouth, MI 48170 (Alleyway behind 296 S. main plym)

2. Term; Option to Renew. This Lease shall term for May 29, 2020 thru Nov. 1, 2020.
TENANT MUST REMOVE PATIO FURNITURE THE NIGHT BEFORE GARBAGE
Tenant shall have the option to renew this Lease for an
additional term of Three (3) year commencing at the
expiration of the initial term of this Lease on the same
terms and conditions set forth herein if Tenant gives
Landlord notice of Tenant's intent to exercise its option to
renew at least Thirty (60) days prior to the expiration of the
initial term of this Lease. Tenant has right to
pick-up. Any additional
Fees incurred by
Landlord due to
Garbage Extra pick-ups.
Are the responsibility of
the Tenant.

3. Rent. During the term of this Lease, Tenant agrees to pay
rent in equal monthly \$450 (Four hundred fifty dollars)

installments to Landlord on or before the first day of each month, in advance, without demand, to and at the address of Landlord as set forth herein.

\$450. per Month / for the first year. ~~1%~~
increase per year after the first year.

Rent for any period during the term of this Lease that is for less than one (1) month shall be a pro rata portion of the monthly installment of rent. If Tenant fails to pay any installment of rent by the tenth (10th) day of the month in which such installment is due, a late charge of Ten (\$10.00) a Day shall accrue and be due and payable for such late payment.

4. Taxes, Utilities, Insurance and Reserves. If checked below, Tenant (and not Landlord) shall pay the following items:

a. Taxes and Governmental Assessments. Any and all real property taxes (not personal taxes)

and other governmental assessments against the Project Property, whether or not such taxes and assessments increase during the term of this Lease;

b. Association Fees/Dues. Any and all fees, dues and other assessments against the Project Property because of its inclusion in a condominium regime, a business/industrial park, or other landowners' association;

X c. Utility and Janitorial Charges. Any and all utility charges, including gas, water, electricity, sewer and telephone, which may be levied, assessed or imposed upon the Project Property, and Tenant will provide janitorial services to the Project Property.

X d. Insurance. Tenant shall maintain, during the term of this Lease, adequate hazard insurance policies (broad form coverage), including, without limitation, fire, arson, lightning, sewer backups, flooding and extended coverage, and coverage with respect

to vandalism and malicious mischief and such other hazards as may be deemed appropriate by Landlord in its sole discretion, for the full replacement cost of the Project Property or, if not available, the maximum insurable value. Hazard

insurance shall name Landlord as an additional insured. Each such hazard insurance policy shall contain provisions that: (1) the policy cannot be terminated or canceled by any party without a minimum of thirty (30) days written notice to Landlord, and (2) should loss be caused by or on behalf of Tenant the insurer shall not be relieved of liability to pay Landlord unless said loss was caused by Landlord. If, as a result of Tenant use or occupancy of any portion of the Project Property, Landlord is charged any increase in premiums on insurance separately carried by Landlord, Tenant shall promptly pay on demand the amount of such increase.

X e. Repairs and Replacements. Any and all expenses of keeping the interior/~~exterior~~ of the Project Property) in good repair, order, and condition, and Tenant shall deliver the Project Property to Landlord at the end of the term of this Lease in the same condition as at the start of this Lease, ordinary wear and tear excepted. Tenant acknowledges that the Project Property is in good order and repair unless Tenant has given notice otherwise to Landlord within ten (10) days of Tenant's taking possession of the Project Property. ~~Tenant is responsible for any furnace repairs under \$250 (Repairs \$251 and greater are Landlord responsibilities) for the first Twelve (12) months of this lease. Tenant is responsible for the furnace thereafter. Salon Awesome is fully responsible for the AC.~~

Regardless of whether subparagraph a. is checked above, Tenant shall pay any and all personal property taxes that may be assessed upon Tenant's property located in the Project Property.

5. Tenant's Liability Insurance. Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause whatsoever relating to the occupancy of the Project Property by Tenant, including those arising out of damages or losses occurring in parking lots and other areas adjacent

to the Project Property. Tenant agrees to procure and maintain a comprehensive general liability policy or policies of insurance, at its own cost and expense, insuring Landlord and Tenant, from all claims, demands, or actions for, injury to, or death of any one person in an amount of not less than \$1,000,000.00, and for injury to, or death of more than one person in any one accident in an amount of not less than \$500,000.00, and for damage to property in an amount of not less than \$500,000 made by or on behalf of any person or entity arising from, relating to, or connected with the conduct and operation of any business in the Project Property. A copy of Tenant's insurance policy will be furnished to Landlord upon Landlord's request. Tenant will indemnify and save harmless Landlord from any and all liability, Attorney fees, damages, expenses, costs of action, suits, claims, or judgments arising from injuries to person or property on the Project Property.

~~6. Tenant's Personal Property and Fixtures. All personal property and fixtures of the Tenant in the Project Property shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damage to property of Tenant resulting from the use of heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damage to Tenant's property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any and all liability incurred or claimed by reason of damage to Tenant's personal property and fixtures.~~

7. Purpose. Tenant shall use and occupy the Project Property solely for use as a outdoor patio and not for any other purpose than that stated in this Paragraph.

8. Tenant Alterations and Improvements. Tenant shall not make any alterations or improvements to the Project Property without the prior written consent of Landlord. Landlord shall have the right to approve any plans of Tenant for the design of the interior of the Project Property, which approval shall not be unreasonably withheld. Any additions, improvements, alterations, and/or installations made by Tenant, except movable office furniture, fixtures, machinery or equipment,

shall become and remain a part of the building and be and remain

Landlord's property at Landlord's option. Tenant will save Landlord harmless from and against any and all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such addition, improvement, alteration, and/or installation.

9. Fixtures. Tenant, at Tenant's expense, may install any furniture, fixtures, machinery and/or equipment necessary to conduct Tenant's business, and the same, which is personal property, shall remain Tenant's property provided they be removed before the expiration of the term of this Lease. In the event any damage is done to the Project Property in said removal, Tenant will promptly reimburse Landlord for the cost of such repairs as are necessary to restore the Project Property to its original condition. Any furniture, fixtures, machinery and equipment not so removed before expiration of the term of this Lease or any extension thereof shall be deemed to have been abandoned by Tenant and shall become Landlord's property.

10. Use and Care of Project Property. Tenant will not use or permit any person to use the Project Property or any part thereof in violation of the laws of the United States of America, the State of Michigan, the ordinances or other regulations of any county or municipality in which the Project Property is situated, or any restrictions in the Deed or otherwise of record. Tenant will keep the Project Property and every part thereof in a clean and wholesome condition, and that Tenant will in all respects and at all times fully comply with all lawful health, fire and police regulations.

11. Default and Re-Entry.

a. If Tenant shall default in any term or condition to be performed by Tenant hereunder, and such default shall continue for thirty (30) days after notice thereof in writing by Landlord to Tenant, or (1) if proceedings in bankruptcy are instituted by or against Tenant, or (2) if a receiver or trustee is appointed for all or substantially all of Tenant's business or assets, or (3) if Tenant shall make an assignment for the benefit of its creditors, or

(4) if Tenant shall vacate or abandon the Project Property; then, in such event, Landlord, at Landlord's option, may declare the term of this Lease ended and Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to possession of the Project Property and may re-enter the Project Property or any part thereof, with or without process of law, any other notice to quit or of the intention of the Landlord to re-enter the Project Property being hereby expressly waived by Tenant, and Landlord may expel and remove Tenant and all persons occupying the Project Property under Tenant, using such force as may be necessary to do so, and may repossess and enjoy the Project Property, all without such re-entry and repossession working a forfeiture of the rents to be paid and the terms and conditions to be performed by Tenant during the full term of this Lease. If the default cannot with due diligence be cured within a period of thirty (30) days, and if Tenant, within the thirty (30) days after the giving of notice of default by Landlord to Tenant, commences and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure the default and does cure the default, then Landlord shall not have the right to declare the term of this Lease ended by reason of such default; provided, however, that such default shall only be considered cured if acted upon by Tenant with reasonable diligence within the thirty (30) days after the giving of notice of default even if the cure is not completed within such thirty (30) days, and provided further, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare the term of this Lease ended and to enforce all Landlord's rights and remedies hereunder for any other default not so cured.

b. The foregoing provisions for the termination of this Lease for any default

by Tenant shall not operate to waive, exclude or suspend any other right or remedy of Landlord for breach of any of the terms or conditions of this Lease or for the recovery of rent or any advance by Landlord made thereon. In the event of termination of this Lease as aforesaid, Tenant agrees to indemnify and save Landlord harmless from any losses arising from such termination and re-entry in pursuance thereof. To that end Tenant agrees to pay to Landlord after such

termination and re-entry, at the end of each month of the term of this Lease, the difference between the net income actually received by Landlord from the Project Property during such month and the rent agreed to be paid by Tenant under this Lease during such month, together with the expenses of reletting and altering the improvements on the Project Property, commissions and attorneys fees.

12. Remedies.

- a. No right or remedy in this Lease or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be in addition to every other right or remedy given hereunder or hereafter existing at law or in equity or by statute, and every right and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Landlord. No delay or omission of Landlord to exercise any right or remedy arising from any default shall impair any such right or remedy or shall be construed to be a waiver of any default or an acquiescence therein.
- b. No waiver by Landlord of any breach by Tenant of any of the terms or conditions of this Lease shall be construed, taken or held to be a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same term or condition.
- c. Neither the rights given in this Lease to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms and conditions of this Lease, or to prevent the breach or non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising shall in any way affect or impair or toll the right or power of Landlord to declare the term of this Lease ended and to terminate this Lease as provided because of any default in or breach of any of the terms or conditions of this Lease by Tenant.

13. Surrender of Project Property. Whenever the term of this Lease shall be terminated, whether by lapse of time or

forfeiture or in any other way, Tenant will at once surrender and deliver up the Project Property peaceably to Landlord in as good as condition as when Tenant took possession, ordinary wear and tear and any approved alterations and changes and any damage caused by perils covered by insurance, excepted. If Tenant shall hold over after any termination of this Lease, the same shall create no more than a month-to-month tenancy at the rent and on all the other applicable terms and conditions of this Lease.

14. Assignment and Subletting. This Lease shall not be directly or indirectly assigned (including by operation of law), nor any portion of the Project Property sublet, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any sale of assets not in the ordinary course of business by Tenant or any sale of twenty-five percent (25%) or more of the ownership interests in Tenant shall be considered an assignment. A consent by Landlord to any one assignment or sublease shall not be a consent to any subsequent assignment, sublease, or occupation of the Project Property by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate this Lease at the option of Landlord.

15. Subordination. This Lease is and shall be subordinate to any deed of trust, mortgage or trust indenture now or hereafter placed on the Project Property, including but not limited to the trust indenture securing the 504 Loan, and to all advances already made or that may be made hereafter on account of any such deed of trust, mortgage or trust indenture, to the full extent of the principal sums secured thereby and interest thereon. Furthermore, Tenant shall on request hereafter execute any document or documents that Landlord or any other owner of the Project Property may deem necessary to accomplish such subordination of Tenant's interest in this Lease, in default of which Landlord or such owner is hereby appointed as Tenant's attorney-in-fact to act and to execute such document or documents in the name of Tenant as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and irrevocable.

16. Condemnation. In the event of a taking of the whole or any part of the Project

Property so as to render the Project Property economically unsuitable for the permitted use, either party shall have the right to terminate this Lease upon notice to the other party within thirty (30) days after receiving knowledge of the taking. Should either party elect to terminate this Lease, the term of this Lease shall cease as of the day the public authority assumes possession thereof; provided, however, that if such taking is for a temporary period not exceeding eighteen (18) months, neither party may terminate this Lease but all rent shall abate during such period. If, following a taking, this Lease shall continue in effect as to any portion of the Project Property, all rent shall be reduced by the proportion which the square footage of the Project Property taken bears to the initial square footage of the Project Property. All compensation awarded for any taking (including a temporary taking) shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the fee of the Project Property, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

17. Casualty Damage and Destruction. If the Project Property shall be partially damaged by fire or other casualty and Tenant can reasonably carry on Tenant's business in the Project Property, then the Project Property shall be repaired or restored by Landlord, at Landlord's expense, due allowance being made for the time taken for the settlement of insurance claims and subject to Tenant having maintained any casualty insurance on the Project Property required to be maintained by Tenant. Until the repairs shall be made, the rent shall be reduced in proportion to that portion of the Project Property that is unusable, unless such damage was caused by the negligence of Tenant or an invitee of Tenant or if Tenant failed to maintain any required casualty insurance on the Project Property required to be maintained by Tenant. In the event of substantial destruction of the Project Property by fire or other casualty insured against as determined by Landlord in Landlord's discretion, Landlord shall have the option to restore the same promptly in accordance with the

provisions hereof, or to cancel and terminate this Lease upon notice to Tenant at any time within thirty (30) days after the date of such destruction.

18. Notices or Demands. Any notice upon Landlord or Tenant required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered or certified mail, postage prepaid to Tenant at the address of the Project Property and to Landlord at 296 South Main Street Plymouth, MI 48170. Any notice required or permitted to be given under this Agreement shall be deemed effective upon receipt or failure to accept delivery. Notice of any change in address shall be given as set forth in this Paragraph.

19. Quiet Enjoyment. Landlord covenants that the Project Property is zoned for the use intended and that Landlord is well seized of and has good title to lease the Project Property, that Landlord will warrant and defend the title thereto, and that Landlord will indemnify Tenant against any damage and expense Tenant may suffer by reason of any restriction on or defect in title to or description of the Project Property.

20. Entry by Landlord. Tenant, upon reasonable notice, agrees to allow Landlord or Landlord's representatives at any reasonable hour to enter the Project Property for the purpose of inspecting the same or for making any repairs that they may deem necessary or desirable, and Tenant agrees upon reasonable notice to permit the Project Property to be shown to prospective purchasers or tenants at reasonable hours and Tenant agrees that the owner may place a "for rent" sign on the Project Property at any time ninety days (90) prior to the expiration of this Lease.

20. Attorney; Fees. In the event of litigation between the parties arising out of this

Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in an amount to be affixed by the court and all costs incurred in connection

with such litigation.

21. Miscellaneous. Time is of the essence in all provisions of this Lease. All the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant, their heirs, executors, administrators, personal representatives, successors, trustees, receivers and assigns, as applicable, except as otherwise provided herein. The parties expressly agree that this Lease, and any issues concerning its execution, validity, performance and construction, shall be governed by the laws of the State of Michigan, exclusive of Downtown Plymouth LLC choice of law provisions. No modification, waiver, extension or other change of this Lease shall be binding unless executed in writing by the party against whom enforcement of any such modification, waiver, extension or change is sought. The captions in this Lease are used for convenience only and are not to be used in interpreting or construing this Lease. In the event that a court of competent jurisdiction finds any term or provision of this Lease invalid, illegal or unenforceable as applied to any circumstance, the remaining provisions of this Lease, and the same term or provision as applied to other circumstances, shall be unimpaired and remain in full force and effect. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and each party acknowledges that it did not, in entering into this Lease, rely upon any representation or promise made by or on behalf of the other except as expressly set forth in this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first herein above written.

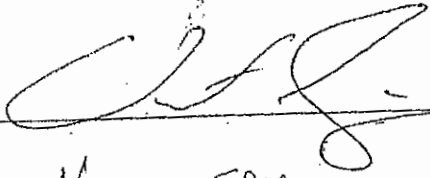
LANDLORD: Downtown Plymouth LLC

By: _____

Name: John Mazzei

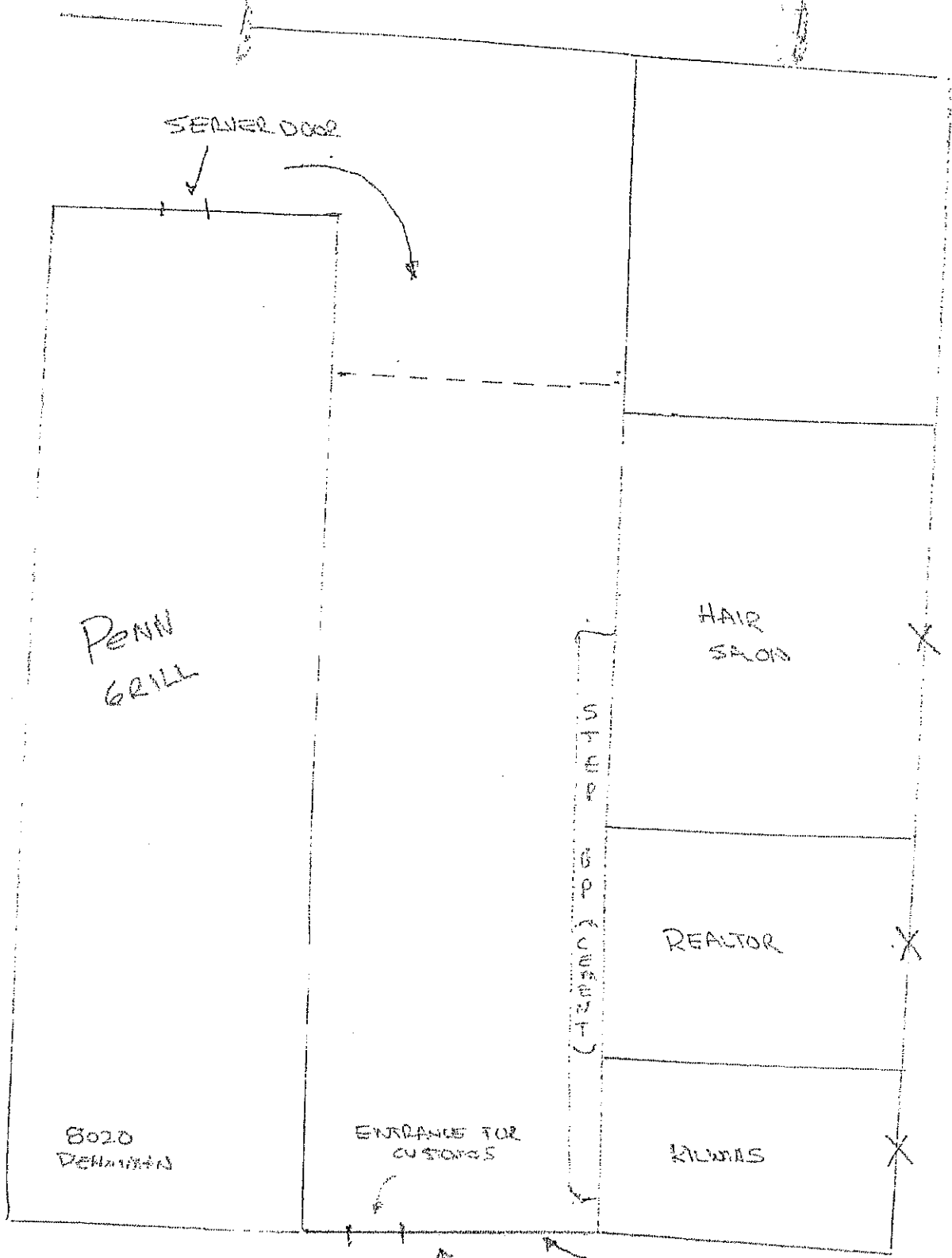
Title: MEMBER

TENANT:

By: 

Name: VINCENT SPICA

Title: MEMBER AUTHORIZED member



PROPOSED OUTSIDE ALLEYWAY USE

**CITY OF PLYMOUTH
CLASS C/SDM LICENSED BUSINESS
PLAN OF OPERATION**

As of [insert date approved by City], 2020

Business Name:
VWS Holdings, LLC

Doing Business As:
Penn Grill

Street Address:
820 Penniman
Plymouth, MI 48170

INTRODUCTION

Preamble: We have received copies of Plymouth City Ordinance 2003-04, An Ordinance to Establish a General Policy for the management of Liquor Licenses and Permits, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

DETAILS

- I. HOURS OF OPERATION:** At present, our hours of operation are Monday - Saturday, from 10:30 a.m. - 2 a.m., and Sunday from 12 p.m. - 2 a.m. Last call will be 30 minutes before closing and last service 20 minutes before closing. We may change hours on holidays as permitted by the MLCC.
- II. FORMAT:** The premises are operated as a full-service kitchen and bar, with an indoor seating capacity of 108. We offer two Outdoor Service Areas, including a sidewalk café on public property and a seating area on private property, as more fully described below. The menu format is American contemporary.

We agree to adhere to the Entertainment Agreement. Sound will be restricted to a level which will not adversely impact neighboring and adjoining property owners, and we will strictly comply with the City and the provisions of the Sound Ordinance. We pledge our full cooperation with the Police Department and/or adjacent and adjoining property owners in this regard.

It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced. The ratio of food sales to alcohol sales is anticipated to be 50% food and 50% alcoholic beverages.

- III. CODE COMPLIANCE:** The premises will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing and fire codes as well as zoning requirements.

The Outdoor Service Areas will operate in accordance with the following provisions regulating outdoor service, including:

- a. Seating for the Outdoor Service Areas on public property will be available as permitted by City Ordinance, from April 1 – Nov. 1;
- b. We will pay fees in accordance with the City's Sidewalk Café License Agreement application.
- c. The Outdoor Service Areas will not be permanently enclosed;
- d. The fence and/or other barricades or rail surrounding the Outdoor Service Area on public property will be anchored in accordance with the Uniform Engineering Anchoring System as promulgated by the Engineering Department of the City of Plymouth;
- e. The manner in which the Outdoor Service Areas are enclosed shall be subject to prior approval and inspection by the Police and Engineering Department;
- f. The use of alcohol will be allowed in accordance with the rules of the Michigan Liquor Control Commission as weather permits;
- g. The Outdoor Service Areas will be clean free of debris of trash, and shall be cleaned at the close of each business day.

IV. PLAN OF OPERATION: It is acknowledged that under Ordinance 2003-04, the business shall be operated in accordance with an approved plan of operation. Changing the operation of the business in any manner inconsistent with the approved plan of operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the plan of operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. SECURITY: Security for the customer, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Plymouth and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.

2. All Staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All staff will be alert to potential problems at their respective areas at the facility.
4. Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper Michigan identification. Signage will be posted at serving locations. Patrons must produce proper identification.
 - 5.1 All patrons under 21 years of age, service will be refused.
 - 5.2 Check "State Seal" and other markings. Check for damage or alterations to identification card.
 - 5.3 Do not return falsified identification cards. Call management immediately.
6. If a patron shows signs of intoxication, then refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management if necessary.
7. If a patron is purchasing on behalf of someone else who appears **less than 30 years old or younger**, then request to see identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons
 - No sales without proper identification
 - Limited alcoholic choices if necessary
 - When in doubt, do not serve, call supervisor
9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcoholic related incidents at end of event. Information will be disseminated accordingly.

12. We shall provide free and/or at reduced prices non-alcoholic beverages to all designated drivers.

13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the Plymouth Police Chief.

VII. REFUSE DISPOSAL: We will dispose of refuse in enclosed dumpsters and comply with the City's waste management requirements.

VIII. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses as well as cooperation with all city departments. Every effort will be made to solve any problems which may arise.

IX. EMERGENCY CONTACTS:

Vince Spica, (734) 660-4958
William Farwell, (734) 453-3035

Date: _____

VWS Holdings, LLC D/B/A Penn Grill
A Michigan Limited Liability Company

By: _____
Vince Spica, Authorized Member

R E S O L U T I O N

The following Resolution was offered by _____ and seconded by _____.

WHEREAS The City of Plymouth has a Liquor Management Ordinance which Requires licensed establishments to update their operations plans When they make changes, and

WHEREAS The Penn Grill has applied to the State of Michigan for a permanent Outdoor Service Area, to be located in the alley between the Penn Grill and what is currently, Kilwins, and

WHEREAS The Ownership of the Penn Grill has requested a stock transfer Between the current ownership, by deleting one stockholder and then Dividing equally all stock between the remaining two owners, and

WHEREAS The Local Liquor License Review Board held a meeting to review this Request and to make a recommendation to the City Commission.

NOW THEREFORE BE IT RESOLVED THAT the Local Liquor License Review Committee of the City of Plymouth does hereby that the City Commission accept an updated Operations Plan from the Penn Grill to include additional Outdoor Service Area, to be located in the alley between the Penn Grill and what is currently known as Kilwins, as well as changes in the stockholders to delete one stockholder and make adjustments to divide equally the stock between the two remaining owners.