



AGENDA
Committee on General Services
Thursday, May 25, 2017 @ 3:30 p.m.
City Council Conference Room, City Hall 10th Floor

Councilmember Tina Houghton, Chair
Councilmember Jody Washington, Vice Chair
Councilmember Carol Wood, Member

1. Call to Order

2. Approval of Minutes:

- April 27, 2017

3. Public Comment on Agenda Items

4. Discussion/Action:

- A.) RESOLUTION- Claim Appeal #1291; 3812 Churchill Avenue; A. Mullen
- B.) RESOLUTION – Claim Appeal; 2413 S Pennsylvania; T. Abbawi
- C.) RESOLUTION – Transfer of Ownership of Resort Class C License at 200 Edgewood Blvd., Celebration Banquets, LLC
- D.) RESOLUTION – Introduction and Set a Public Hearing on the Liquor License Ordinance (Communication – Celebrations Banquets, LLC; RE: Change or Variance to Liquor Ordinance)
- E.) DISCUSSION – Council Rules

5. Other/Place On File

Notice from the Michigan Liquor Control Commission:

- Transfer of Ownership 2017 Class C & SDM Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern, Inc. to Unicorn, LLC, 327 E Grand River
- New SDM License Issued Under MCL 436.1533(7); New Sunday Sales Permit (AM); New Gas Pumps for Cedar Street Citgo Inc., 4600 S Cedar Street

6. Adjourn



MINUTES

Committee on General Services

Thursday, April 27, 2017 @ 3:30 p.m.

City Council Conference Room, City Hall 10th Floor

CALL TO ORDER

The meeting called to order at 3:32 p.m.

ROLL CALL

Councilmember Tina Houghton, Chair

Councilmember Jody Washington, Vice Chair-excused

Councilmember Carol Wood, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager

Scott Sanford, Code Compliance

Chris Swope, City Clerk

Mark Dotson, Deputy City Attorney

Eric Pratt, LEAP

Scott Ellis, Mash Mavericks

Dwayne Garner, Men Making A Difference

Denise Keiser, Center for Financial Health

Kathy Miles

Andrew Brewer, Men Making A Difference

Linda Cortes, Los Tres Amigos

Jon Addiss

Mark Preston

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM MARCH 27, 2017 AS PRESENTED. MOTION CARRIED 2-0.

MOTOIN BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM MARCH 29, 2017 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment on Agenda Items

No Public Comment at this time.

Discussion/Action

ORDINANCE- Amendment to Noise Waiver Notice Requirement

Mr. Swope summarized the changes were to make the notification requirement from 30 days to 12 days, and to also increase the notification boundaries from 300' to 500'.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE ORDINANCE FOR THE AMENDMENTS TO THE NOISE WAIVER NOTICE REQUIREMENT. MOTION CARRIED 2-0.

RESOLUTION – Community Funding Request; Men Making a Difference

Mr. Garner confirmed the event date will be July 15, 2017, and then provided a copy of the invoice from the Parks and Recreation for the rentals. He did note that this year will be done in partnership with the Child and Family Charities, who will also partner in the expenses.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE COMMUNITY FUNDING OF \$500 FOR THE JULY 15TH EVENT OUT OF THE FISCAL YEAR 2016/2017. MOTION CARRIED 2-0.

The Committee informed the applicants that if they chose to pursue additional funding through community funding they can apply in the next fiscal year, 2017/2018 closer to the event date.

RESOLUTION – Request for Recognition of Non-Profit Status; Center for Financial Health

Ms. Keiser confirmed they had been in business since 2005, and had a name change in 2007 from Financial Community Economic Empowerment to Center for Financial Health. She added that over the last 3 years they were operating out of Lansing Township, but in January moved to 6 W. Maple in the City, sharing office space with the Greater Lansing Housing Coalition. Ms. Keiser noted that they have been operating as a 501c3 status; however have been taxed by the City since they moved into the City. The office had contacted the City Treasurer office and were told to apply for tax exempt status. Council Member Houghton advised Ms. Keiser that the Council approves non-profit status for gaming licenses for events, and that if they have the 501c3 status they do not need anything further. Council Member Wood recommended that Ms. Keiser stopped at the Treasurer office on her way out of the building and obtain the form from them that will exempt them from the personal property taxes they have been charging.

RESOLUTION – Community Funding Request; Moores Park Neighborhood

Council staff was directed to send a letter of denial to the applicant because they do not meet the criteria.

RESOLUTION – Transfer of Interest in a Resort Class C and SDM Liquor License; Los Tres Amigos South Side, Inc.

Council Member Houghton asked if the request was made because of an ownership transfer. Ms. Cortes stated it was a 35% of business being transferred. Since no transfer of location no need for approval, however based on information provided by City Clerk a resolution would be granted. Ms. Cortes left the meeting and spoke to Mr. Ellis.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE TRANSFER OF INTEREST FOR LOS TRES AMIGOS SOUTH SIDE INC. MOTION CARRIED 2-0.

RESOLUTION- Claim Appeal #1291; 3812 Churchill Avenue; A. Mullen

The applicant contacted the Council office and requested to be moved to May 25, 2017 meeting.

RESOLUTION- Claim Appeal #1377; 1233 Vermont Avenue; L. McMillen- \$922.00

Mr. Sanford questioned the ownership of the property with the applicant, and Council staff confirmed via the assessing website that Mr. McMillen was the owner. Mr. Sanford then went through the timeline with the contractor arriving April 11 and removing the violations. Mr. McMillen confirmed he did not remove the items, and then accused the contractor of taking additional items, and asked the Committee to require proof the 10 yard dumpster was needed.

Council Member Wood asked how many days an owner has to file a claim after receiving the notice. Mr. Sanford confirmed they have 30 days after it appears on their tax bill.

Council Member Houghton confirmed with Mr. Sanford the items the contractor removed were the sink, cabinet, and plywood. Mr. Sanford confirmed. The Committee then held discussions on the amount that was removed, and the billing from Eric's Refuse.

MOTION BY COUNCIL MEMBER TO GRANT A CLAIM OF \$200, AND DENY THE CLAIM IN THE AMOUNT OF \$722 DUE TO THE CITY FOR 1233 VERMONT AVENUE. MOTION CARRIED 2-0.

Mr. Sanford informed the applicant that since it was already paid the refund would come from the Code Compliance office.

RESOLUTION – Claim Appeal; S. Hosmer; J. Addiss

Mr. Sanford informed the Committee the vacant property was cited on January 25, 2017, with a compliance date of February 1, 2017. The contractor arrived on February 9, 2017 and removed the mattress, trash and tree limbs.

Mr. Addiss admitted that he had been using his vacant lot for years for composting, and he was not aware of the mattress on the property. He provided photos of other properties in the area with weeds, brush, and debris. In addition to a photo of a garage with no roof that he believed had not been enforced in years.

Mr. Sanford stated his officers look at and can enforce anything in plain view of other properties. If a property is found in violation when inspecting another site, that property will be logged and the notice process will begin. He did add that if any of the properties referenced by Mr. Addiss were County owned, they can send notice, however if the Count wishes not to comply the City cannot send a contractor on site to clean it up.

MOTION BY COUNCIL MEMBER WOOD TO DENY THE CLAIM FOR THE VACANT LOT ON S. HOSMER OWNED BY JON ADDISS. MOTION CARRIED 2-0.

Mr. Addiss questioned the amount by the contractor. Council Member Wood acknowledged that the Council is looking at all contracts in the City.

RESOLUTION – Claim Appeal; 527 Pacific; M. Preston

Mr. Sanford informed the Committee the violation was cited on September 15, 2016 with a compliance date of September 22, 2016. On September 23rd the contractor was called and he arrived on October 7, 2016.

Mr. Preston referred to the violation notice which cited them for items in their front yard, so they moved them to the back yard. He requested the Committee consider requiring Code

Enforcement to be specific on their notices for compliance by the owners. After referring the Committee to the photos, Mr. Preston asked for consideration on the amount the contractor charged.

MOTIO BY CAROL TO GRANT THE CLAIM FOR \$177 FOR THE 5 YARDS PLUS ADDITIONAL 3 YARDS, AND DENIED TH CLAIM FOR \$587.00 FOR THE PROPERTYLOCATED AT 527 PACIFIC. MOTION CARRIED 2-0.

RESOLUTION – Small Distillers License; 523 E. Shiawassee; Scott Ellis

Mr. Ellis outlined the plans for the project, which will consist of 75% bulk production, a tasting room with a capacity of 50, along with sales of bottled beverages and have drinks. There will be no food or layout of a restaurant.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE SMALL DISTILLERS LICENSE; 523 E SHIAWASSEE. MOTION CARRIED 2-0.

RESOLUION – Claim Appeal; 2413 S Pennsylvania; T. Abbawi

Council Staff confirmed attempts to reach the applicant were unsuccessful. Council Member Houghton asked that staff make continued attempts and the item be placed on the May agenda.

DISCUSSION – Council Rules

Council Member Houghton stated this item will be continued to be added to the agenda for discussion and she has begun discussion with the City Attorney and the Clerk's office on suggestions.

Other/Place on File

Council Member Houghton placed the following on file:

- New SDM License; Sunday Sales Permit (AM) Admiral Petroleum Co. 5200 S Pennsylvania Avenue
- New SDM License; Sunday Sales Permit (AM) Admiral Petroleum Co. 2626 N. Grand River Avenue
- New SDM License; Sunday Sales Permit (AM) Admiral Petroleum Co. 3400 S Waverly
- New SDM License; Sunday Sales Permit (AM) Meijers Inc., 6250 S Pennsylvania Avenue
- New SDM License; Sunday Sales Permit (AM), Gas Pumps for American Gas & Oil, Inc., 4019 S Martin Luther King
- Transfer Ownership Escrowed 2016 SDD and SDM Licensed Business with Sunday Sales Permit (AM) and Sunday Sales Permit (PM) from Store 103, LLC, 1826 S. Cedar Street

Adjourned at 4:46 p.m.

Submitted by Sherrie Boak, Office Manager,

Lansing City Council

Approved by the Committee on _____



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Anthony Mullen DATE: 6-6-16
 MAILING ADDRESS: 3812 Churchill Ave
 CITY: LANSING STATE: MI ZIP CODE: 48911
 TELEPHONE: Home () 517-881-3145 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: SAME PARCEL NO. _____
 DATE OF INCIDENT: 5-23-14 AMOUNT YOU WERE BILLED: 668.⁰⁰
 TOTAL AMOUNT YOU ARE CONTESTING: \$600.⁰⁰
 TYPE OF ASSESMENT: TRASH

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

RECORD: E16-02807 INVOICE: 00074193

The city came into my backyard and removed a small couch. I am disputing this because:

1. It is an unreasonable amount of money.
2. I had already responded by removing over 1/2 of the couch.
3. It is an inconsistent enforcement. Many of my neighbors have more trash in their front yards.
4. It is obviously the result of someone retaliating (it was under a

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

tree in my back yard?



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

January 25, 2017

Anthony H. Mullen
3812 Churchill Ave.
Lansing, MI 48911

Re: Claim – 3418 Christine Drive

Dear Mr. Mullen:

On August 9, 2016 the Claims Review Committee reviewed the claim you submitted in the amount of \$600.00 for property located at 3418 Christine Dr., Lansing, Michigan, and denied the claim you filed with the City of Lansing. In response to your letter dated December 31, 2016, which our office received on January 17, 2017, requesting an appeal to lower your assessment, you can still appeal the decision of the Claims Review Committee.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

A handwritten signature in blue ink that reads "Venus Kumar".

Venus Kumar
Paralegal

RECEIVED DEC 05 2016

City of Lansing
Office of the City Attorney
Fifth Floor, City Hall
Lansing MI 48933

December 1, 2016

Dear Sir,

I would like to ask about the status of my appeal. As you can see in the letter attached, I sent an appeal request in August but I have not heard back from you.

My appeal stands on two legs: I did not receive the letter announcing my hearing date until after the hearing date (it was sent to the wrong address at first) and I believe that \$600 is a ridiculously large amount.

Please let me know the status of my appeal.

Thank You,


Anthony Mullen
3812 Churchill Ave
Lansing MI 48911
517-881-3145



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

August 3, 2016

Anthony Mullen
3812 Churchill Ave.
Lansing, MI 48911

Re: Claim – 3418 Christine Drive

Dear Mr. Mullen:

Please be advised that your claim is scheduled to be heard by the Claims Review Committee. The Committee is scheduled to begin hearings at 3:30 p.m. on Tuesday, August 9, 2016. A copy of the appropriate Department's recommendation is enclosed for your review.

You are welcome to attend the hearing which will be located in the City Attorney Conference Room, 5th Floor, City Hall, 124 W. Michigan Avenue, Lansing, Michigan. If you plan to attend, please come to the City Attorney's Office on the date of the hearing and sign in at the Receptionist counter.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Venus Kumar".

Venus Kumar
Legal Assistant

Enclosure

Claim ID 1291

Dear Sir or Ma'am
City of Lansing
124 W Michigan Ave
1st Floor
Lansing MI 48933

08-12-16

Unfortunately, I was unable to attend my hearing on Code Compliance, Nuisance Fee. Unfortunately, you sent the letter to 3418 Christine Drive first, not 3812 Churchill Ave (see attachment).

I would like to request either a new hearing or that you accept this document as my testimony on my subject.

I admit that I had a love seat in my back yard. I also admit that I had brush in my back yard. I am contesting this fee for two purposes.

1. This is a ridiculous amount of money. It was one half a loveseat and six or eight small twigs and you are going to charge me \$668.00. I would be willing to pay \$70.00 or so, the normal price for rubbish removal.
2. I see no reason why I was chosen to have this attention. My neighbor regularly leaves trash piled in front of her house. I am regularly removing this from my yard once it has been broken into by stray cats and dogs. Other neighbors leave couches in their front yards. Still other neighbors never shovel their sidewalks or push leaves into the street. I have had one incident and I am being charged hundreds of dollars. I believe that this is a capricious enforcement of the rules.

Please review my situation. I appreciate any help you can offer.

Thank You,
Anthony Muller

3812 Churchill Ave
Lansing MI 48911
517-881-3145
Invoice: 00074193

Lansing City Council
124 W Michigan Ave
10th Floor
Lansing MI 48933

Dear Council Members

12-31-16

Last summer I took apart an old love seat. It did take me longer than it should have and so someone reported me to the City. The City came by and gave me a warning. I tried taking it apart to throw it in the garbage (trying to save the \$35.00 refuse fee) but I took too long. The City then came by and took it and charged me over \$600.

I admit that I had 1/2 a love seat in my back yard. I admit I should have just paid the \$35.00 fee. But, I feel that \$600 is an egregious amount of money to charge me.

I tried to attend the Public Works meeting to argue my point, but the letter didn't come to me until after the meeting (they sent it to the wrong location – see attached). I then requested another appeal, which was ignored. My third request was finally responded to with the response I need to request an appeal to you.

I would like to request an appeal so I can request a lower assessment. I think somewhere around \$60.00 (\$35.00 plus a fine for my inactions) is more reasonable than \$600.00. May I have an appeal?

Thank You



Anthony H Mullen
3812 Churchill Ave
Lansing MI 48911

City of Lansing
Office of the City Attorney
Fifth Floor, City Hall
Lansing MI 48933

December 1, 2016

Dear Sir,

I would like to ask about the status of my appeal. As you can see in the letter attached, I sent an appeal request in August but I have not heard back from you.

My appeal stands on two legs: I did not receive the letter announcing my hearing date until after the hearing date (it was sent to the wrong address at first) and I believe that \$600 is a ridiculously large amount.

Please let me know the status of my appeal.

Thank You,

Anthony Mullen
3812 Churchill Ave
Lansing MI 48911
517-881-3145



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

August 18, 2016

Anthony Mullen
3812 Churchill Avenue
Lansing, MI 48911

Re: Claim

Mr. Mullen ~

8/15/16

Dear Mr. M

I'm resending the letter

Please be e
in the am
Michigan,

that was sent to you on 8/18/16.

submitted
Lansing,

you can still appeal to City Council
if you desire.

You
Lansing C
thirty (30)
Lansing, M

.tee to the
ing, within
City Hall,

If y

Thank you,

Venus

Kumar

ice.

Sincerely,

Venus Kumar

Venus Kumar
Legal Assistant



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

August 3, 2016

Anthony Mullen
3812 Churchill Ave.
Lansing, MI 48911

Re: Claim – 3418 Christine Drive

Dear Mr. Mullen:

Please be advised that your claim is scheduled to be heard by the Claims Review Committee. The Committee is scheduled to begin hearings at 3:30 p.m. on Tuesday, August 9, 2016. A copy of the appropriate Department's recommendation is enclosed for your review.

You are welcome to attend the hearing which will be located in the City Attorney Conference Room, 5th Floor, City Hall, 124 W. Michigan Avenue, Lansing, Michigan. If you plan to attend, please come to the City Attorney's Office on the date of the hearing and sign in at the Receptionist counter.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Venus Kumar".

Venus Kumar
Legal Assistant

Enclosure

Claim ID: 1291

RECEIVED AUG 15 2016

Dear Sir or Ma'am
City of Lansing
124 W Michigan Ave
1st Floor
Lansing MI 48933

08-12-16

Unfortunately, I was unable to attend my hearing on Code Compliance, Nuisance Fee. Unfortunately, you sent the letter to 3418 Christine Drive first, not 3812 Churchill Ave (see attachment).

I would like to request either a new hearing or that you accept this document as my testimony on my subject.

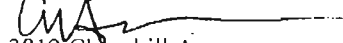
I admit that I had a love seat in my back yard. I also admit that I had brush in my back yard. I am contesting this fee for two purposes.

1. This is a ridiculous amount of money. It was one half a loveseat and six or eight small twigs and you are going to charge me \$668.00. I would be willing to pay \$70.00 or so, the normal price for rubbish removal.
2. I see no reason why I was chosen to have this attention. My neighbor regularly leaves trash piled in front of her house. I am regularly removing this from my yard once it has been broken into by stray cats and dogs. Other neighbors leave couches in their front yards. Still other neighbors never shovel their sidewalks or push leaves into the street. I have had one incident and I am being charged hundreds of dollars. I believe that this is a capricious enforcement of the rules.

Please review my situation. I appreciate any help you can offer.

Thank You,

Anthony Mullen



3812 Churchill Ave

Lansing MI 48911

517-881-3145

Invoice: 00074193



RECEIVED AUG 15 2016

City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

August 3, 2016

Anthony Mullen
3812 Churchill Ave.
Lansing, MI 48911

Re: Claim - 3418 Christine Drive

Dear Mr. Mullen:

Please be advised that your claim is scheduled to be heard by the Claims Review Committee. The Committee is scheduled to begin hearings at 3:30 p.m. on **Tuesday, August 9, 2016**. A copy of the appropriate Department's recommendation is enclosed for your review.

You are welcome to attend the hearing which will be located in the **City Attorney Conference Room, 5th Floor, City Hall, 124 W. Michigan Avenue**, Lansing, Michigan. If you plan to attend, please come to the City Attorney's Office on the date of the hearing and sign in at the Receptionist counter.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Venus Kumar".

Venus Kumar
Legal Assistant

Enclosure

Claim ID: 1291

DATE: 06/16/2016

PPN: 33-01-01-31-129-331
DATE SUBMITTED: 06/06/2016
ADDRESS OF VIOLATION: 3812 Churchill Avenue
LISTED TAXPAYER OF RECORD: Mullen, Anthony & Lucrecia
OTHER TAXPAYER OF RECORD:
CLAIMANT: Mullen, Anthony
CLAIMANT'S ADDRESS: 3812 Churchill Avenue

TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 03/21/2016
NOTIFICATION DATE: 03/21/2016
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$668.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 16-T019 5/09/2016
AMOUNT OF CLAIM: \$668.00

ADDITIONAL ACTIONS CONTESTED:
VIOLATION DATE:
NOTIFICATION DATE:
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT:
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM:
MEMO DATE - INVOICE NO.:

HISTORY: Trash
Violation
3/21/2016

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 3/21/2016 with a compliance due date of 3/28/2016. The officer returned to recheck the property on 4/01/2016 and the violations was still present and they were submitted to the trash contractor for removal. The trash contractor arrived on 5/09/2016 the violations was still present and a cleanup was performed. The violation was present for 7 weeks after the initial notice and as the claimant admits they only removed half of the violation. The contractor is to remove the violation plus any other violations that may be present, brush and tree limbs were removed as well. This office recommends denial of the claim.



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

**MULLEN ANTHONY H & LUCRECIA or Current Occupant
3812 CHURCHILL AVE
LANSING, MI 48911-2209**

Violation Date: 03/21/2016
Violation Location: 3812 CHURCHILL AVE
Parcel No: 33-01-01-31-129-331
Compliance Due Date: March 28, 2016

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *Couch found in back yard.*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 04/01/2016

TAXPAYER: MULLEN ANTHONY H & LUCRECIA, 3812 CHURCHILL AVE LANSING, MI 48911-2209

Location of Work:

Enf Num: E16-02807

Address: 3812 CHURCHILL AVE

Lot No:

Description:

Parcel No: 33-01-01-31-129-331

Remove Trash and Debris

Work Authorized:

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *Couch found in back yard.*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1

Authorized Cubic Yards: 3

Warning Comment:

None

Submitted By: Meredith D Johnson (517) 483 6849



Nuisance Fees
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 05/17/2016

Due Date: 06/16/2016

Pay Invoice In Full



MULLEN ANTHONY H & LUCRECIA
 3812 CHURCHILL AVE
 LANSING MI 48911-2209

Inv Number: 00074193

Parcel: 33-01-01-31-129-331

Address: 3812 CHURCHILL AVE



Parcel: 33-01-01-31-129-331

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00074193		E16-02807	3812 CHURCHILL AVE	\$668.00
Fee Details: Quantity Description				Balance
1.000 Trash - Admin Fee				\$ 265.00
403.000 Trash - Contractor Charge				\$ 403.00
Total Amount Due				\$ 668.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only -- invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC

P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
5/11/2016	4948

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
3812 churchhill Ave 33-01-01-31-129-331

Terms	work complete
	5/11/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
1	add hr	additional hour after 1	150.00	150.00
3	class 2	construction material after 3	26.00	78.00
		work complete 5/9/16		
		total yards 6		
		submitted by Meredith Johnson		
All work is complete!			Total	\$403.00

RECEIVED JUN 10 2016



City of Lansing

OFFICE OF THE CITY ATTORNEY

1291

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Anthony Mullen DATE: 6-6-16
MAILING ADDRESS: 3812 Churchill Ave
CITY: LANSING STATE: MI ZIP CODE: 48911
TELEPHONE: Home () 517-881-3145 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: SAME PARCEL NO. _____
DATE OF INCIDENT: 5-23-14 AMOUNT YOU WERE BILLED: 668⁰⁰
TOTAL AMOUNT YOU ARE CONTESTING: 600⁰⁰
TYPE OF ASSESSMENT: TRASH

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

RECORD: E16-02807 INVOICE: C0074193

The city came into my backyard and removed a small couch. I am disputing this because:
1. It was an unreasonable amount of money 2. I had already responded by removing over 1/2 of the couch 3. It is an inconsistent enforcement many of my neighbors have more trash in their front yards 4. It is obviously the result of someone retaliating (it was under a

tree in my back yard).
A description of the claims review process is available on our website at <http://www.lansingmi.gov/cityattorney/claims-review-process.asp>













RECEIVED JAN 03 2017

City of Lansing

OFFICE OF THE CITY ATTORNEY

1.376

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Tarik Abban DATE: 1-3-17MAILING ADDRESS: 2128 Coolidge Rd.CITY: Lansing STATE: MI ZIP CODE: 48223TELEPHONE: Home () 517-894-1205 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 2413 S. Pennsylvania Ave PARCEL NO. _____DATE OF INCIDENT: Octo-2016 - Dec-2016 AMOUNT YOU WERE BILLED: \$450TOTAL AMOUNT YOU ARE CLAIMING: 450TYPE OF ASSESMENT: Tag monitoring fees

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

I did appeal for waiving the fees & I met the committee and they waived only for one month. Then I got other bills for the inspection fees (for 3 months) & I am in a difficult financial situation, even my credit card is in the negative & I cannot pay the property tax next month which is more than \$3,000.00. Please help me to waive all the fees supposed to be paid. Thank you so much.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

Appeal

I am Farik Abbawi the owner of the property located at 2413 S. Pennsylvania, Lansing MI.

I met the Community In Attorney department, about 3 months ago & I asked them to wave the inspection fees which was for 4 months & I showed for them all the documents and receipts I have which prove that I am working hard on that house which is a very old house of 2 stories, I worked hard to change the main circuit breaker & the cables beside the meter, also the furnace & the water heater & the chimney liner, 2 sump pumps beside the digging and the drain pipes. flooring, carpeting, painting, electrical repairs like not grounded outlets and wrong wiring.

Beside this effort I have a big issue with the money as I am working while my wife is not & I am squeezing my budget & expenses at home to save some hundreds dollars to pay to the contractors & the materials for this project.

So please I want your help to wave all the late inspection fees for 3 months not only the 1st. month. which is
 $\$157 \times 3 = \571 .

Farik Abbawi

Abbawi
4-2-17

DATE: 1/19/2017

PPN: 33-01-01-27-181-031
DATE SUBMITTED: 1/03/2017
ADDRESS OF VIOLATION: 2413 S. Pennsylvania
LISTED TAXPAYER OF RECORD: Abbawi, Tarik
OTHER TAXPAYER OF RECORD:
CLAIMANT: Abbawi, Tarik
CLAIMANT'S ADDRESS: 2128 Coolidge
East Lansing, MI 48823

1376

TYPE OF ACTIONS CONTESTED: Red Tag Monitoring Fee
VIOLATION DATE: 8/01/2016
NOTIFICATION DATE: 9/01/2016
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$150.00 + \$7.50 cent late fee
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM: \$157.50

ADDITIONAL ACTIONS CONTESTED:
VIOLATION DATE:
NOTIFICATION DATE:
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT:
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM:
MEMO DATE - INVOICE NO.:

HISTORY:	Trash Violation 3/21/2016	Failure to Register 4/22/2016	Safety 4/22/2016
----------	---------------------------------	-------------------------------------	---------------------

CITATIONS IN PREVIOUS YEAR:	Grass Violation 5/11/2015	Failure to Register 5/11/2015
-----------------------------	---------------------------------	-------------------------------------

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property has been Red Tagged since 4/22/2016 when our office was called out to the property by the tenant due to the poor conditions within (please see pictures). The claimant did have permits issued but there was no activity (inspections) on the permits or work being done on the property. To date this property is still tagged and the owner has not contacted us as to the progress. This claimant already filed a claim and was awarded removal of \$157.50 and our office agreed to waive October, November, and December monitoring leaving one assessment of \$157.50 that was assessed due to inactivity. The taxes on this property are paid and up to date except the Winter 2016 taxes of \$416.84 (please see print out). This office recommends denial of the claim and also suggests the claimant final out the Electrical Permit that was issued back on 6/13/2016 and this permit is now expired. Our office has been by the property the last four months and noted the property is secure but it does not appear work is progressing and the property can start receiving monitoring fees again due to inactivity.

CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00080358

Date: 09/06/2016

Record: E16-04314

ABBAWI TARIK MAFFI

2128 COOLIDGE RD

EAST LANSING, MI 48823-1332

TOTAL AMOUNT DUE**\$157.50**

Item Category	Item Description	Amount Due
Code Compliance Monitoring	Tag Monitoring Fee - Res	\$150.00
Code Compliance Penalty	Penalty Fee - 30 Days Overdue	\$7.50
Total Amount Due		\$157.50

5/9/2017 Granted a 30 day extension to Tarik M. Abbawi. W.A

Moved to NEAT Team and set to Bill by WA on 9/6/2016. sks

10-28-16 J Odom 360 Update--

Secure.

11-15-16 J Odom 360 Update--

Secure.

12/22/2016-voided 1 \$157.50 charge per claims review board awardment/Imp

12-22-16 J Odom 360 Update--

Secure.

1-12-17 J Odom 360 Update--

Secure

33-01-01-27-181-031
Property Address: 2413 S PENNSYLVANIA AVE
ABBASI TARIK MAFFI
2128 COOLIDGE RD
EAST LANSING MI 48823-1332

TAX HISTORY

	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
TAXABLE	35,666	35,560	35,000	35,900	28,863	28,105	27,636	27,720	26,552	25,956	25,030
BOR/MTT	35,666	35,560	35,000	35,900	28,863	28,105	27,636	27,720	26,552	25,956	25,030
ASSESSED	37,800	36,100	35,000	35,900	43,300	50,000	55,400	54,400	59,100	59,900	59,800
BOR/MTT	37,800	36,100	35,000	35,900	43,300	50,000	55,400	54,400	59,100	59,900	59,800
PRE/MTT %	0.0000	0.0000	0.0000	0.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000
BOR/MTT	0.0000	0.0000	0.0000	0.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000
SCHOOL	33020	33020	33020	33020	33020	33020	33020	33020	33020	33020	33020
SUM TAXES	2,275.06	2,241.57	2,204.16	2,265.91	1,293.60	1,138.12	1,077.25	1,080.75	1,043.21	1,020.82	935.67
SUM INTRST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.07
SUM PAID	2,275.06	2,241.57	2,204.16	2,265.91	1,293.60	1,138.12	1,077.25	1,080.75	1,043.21	1,020.82	963.74
SUM PMT DATE	08/26/2016	08/28/2015	08/29/2014	08/28/2013	08/09/2012	08/17/2011	08/30/2010	09/01/2009	08/25/2008	08/07/2007	12/27/2006
SUM RECPT NO	00017457	00012907	00020530	00010934	00004660	081611LB	0827LB	0831LB	0822LB	02-65215	02-58812
WIN TAXES	416.84	408.20	408.35	396.29	333.98	289.35	282.56	283.22	283.05	253.56	298.67
WIN INTRST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN PAID	0.00	408.20	408.35	396.29	333.98	289.35	282.56	283.22	283.05	253.56	298.67
WIN PMT DATE	/	01/29/2016	02/16/2015	02/10/2014	02/12/2013	02/13/2012	02/10/2011	02/09/2010	02/04/2009	12/20/2007	12/27/2006
WIN RECPT NO		00019535	00020331	00019785	00033323	20120210	0209LB	0208LB	0203LB	1219LB	02-58812
VIL TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VIL INTRST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VIL PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VIL PMT DATE	/	/	/	/	/	/	/	/	/	/	/
VIL RECPT NO											

CONTINUED ON NEXT PAGE...

33-01-01-27-181-031
Property Address: 2413 S PENNSYLVANIA AVE
ABBAWI TARIK MAFFI
2128 COOLIDGE RD
EAST LANSING MI 48823-1332

TAX HISTORY

	2005	2004	2003	2002	2001	2000	1999
TAXABLE	24,231	23,687	23,155	22,813	22,106	21,421	21,022
BOR/MTT	24,231	23,687	23,155	22,813	22,106	21,421	21,022
ASSESSED	57,900	55,100	48,900	42,500	37,900	35,300	21,600
BOR/MTT	57,900	55,100	48,900	42,500	37,900	35,300	21,600
PRE/MBT %	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000
BOR/MTT	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000
SCHOOL	33020	33020	33020	33020	33020	06	06
SUM TAXES	855.97	793.45	769.66	781.76	750.88	737.06	727.51
SUM INTRST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM PAID	855.97	793.45	769.66	781.76	750.88	737.06	727.51
SUM PMT DATE	09/02/2005	09/01/2004	09/03/2003	08/30/2002	09/04/2001	09/05/2000	09/07/1999
SUM RECPT NO	0901LB	0831LB	0903LB	LB 08/29	LB0831	BSA	BSA
WIN TAXES	318.11	355.95	286.43	269.13	255.29	223.16	213.24
WIN INTRST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN PAID	318.11	355.95	286.43	269.13	255.29	223.16	213.24
WIN PMT DATE	02/15/2006	02/14/2005	02/17/2004	02/24/2003	02/07/2002	02/19/2001	02/15/2000
WIN RECPT NO	0214LB	0211LB	0212LB	LB 02/18	C 02/06	BSA	BSA
VIL TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VIL INTRST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VIL PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VIL PMT DATE	/	/	/	/	/	/	/
VIL RECPT NO							

Winning Claimant Tool - 10/1/2014 10:28 AM - 10/1/2014 10:28 AM - 10/1/2014 10:28 AM

File View Navigation Tools Reports Utilities 360 Applications Help Full Screen

Search Index Audit Filter Tools Add Service Take Payment Print Invoice

Winning Claimant Tool - 10/1/2014 10:28 AM

Address: 101 S. 7th St. Suite 200 Panel Number: 10-01-07-01-100-000

Owner: 10000000000000000000

Grouped by: Invoice Number - Sorted by: Invoice Number, Most Recent First

Invoice No.	Date Created	Amount	Qty	Description	Unit	Rate	Net Total	Amount Due
101-00000000	10/1/2014	1.000	1	Code Compliance Monitoring Tag 1	1.000	\$100.00	100.00	To Date
101-00000001	10/1/2014	1.000	1	Code Compliance Penalty Penalty 1	1.000	\$100.00	100.00	To Date
101-00000002	10/1/2014	1.000	1	Code Compliance Monitoring Tag 2	1.000	\$100.00	100.00	To Date
101-00000003	10/1/2014	1.000	1	Code Compliance Penalty Penalty 2	1.000	\$100.00	100.00	To Date
101-00000004	10/1/2014	1.000	1	Code Compliance Monitoring Tag 3	1.000	\$100.00	100.00	To Date
101-00000005	10/1/2014	1.000	1	Code Compliance Penalty Penalty 3	1.000	\$100.00	100.00	To Date
101-00000006	10/1/2014	1.000	1	Code Compliance Monitoring Tag 4	1.000	\$100.00	100.00	To Date
101-00000007	10/1/2014	1.000	1	Code Compliance Penalty Penalty 4	1.000	\$100.00	100.00	To Date

Voided per claims review

Invoice: 10/1/2014 Total Due: 10/1/2014 Balance Due: 10/1/2014

Winning Claimant Tool - 10/1/2014 10:28 AM

Print Invoice (PDF) Journals Required (PDF) Quick Service 30

10/1/2014 10:28 AM



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Notice Printed: 04/22/2016

Unsafe and Dangerous Correction Notice

Inspection Type: Safety
Inspection Date: 04/22/2016
Compliance Due Date: 05/22/2016

ABBAWI TARIK MAFFI
2128 COOLIDGE RD
EAST LANSING, MI 48823-1332

Warning: *Failure to comply with the requirements of this notice may result in the issuance of a Municipal Civil Infraction Violation Ticket. (Fines: \$500 per day for each violation)*

Violation Location:	2413 S PENNSYLVANIA AVE
Parcel No:	33-01-01-27-181-031

The above referenced address was found to have certain violations of the Lansing Housing and Premises Code, Chapter 108 of the Code of Ordinances. **The violations are listed below and must be corrected by the compliance due date.**

At the request of Heather Heckerman (tenant) a Safety Inspection was performed on this Dwelling. Due to the amount of clutter and debris in the dwelling I was not able to do a complete inspection. Please contact Officer Walter Allen at 483-4335 to schedule a complete inspection; all corrections must be completed before any further occupancy of the dwelling will be allowed.

AREA: Basement
Sec 305.3 Sewage on floor in basement

Sec 504.1 Water heater installed. Permit for water heater installation has not been issued and lacks inspection and approval by the City of Lansing Plumbing Inspector. You must have a licensed plumbing contractor pull a plumbing permit, check the installation, make any corrections and then; contact David Burton at 483-4367 for final approval.

Sec 603.1 Boiler is inoperable. Lack of heating facilities capable of maintaining a room temperature of sixty eight degrees Fahrenheit at a point three feet above the floor in all habitable rooms.

Sec 603.1 Boiler: Due to age and or condition, have a qualified mechanical contractor that is registered with the City of Lansing, visually inspect and perform a recognized test of the furnace heat exchanger for CO/CO2 leaks. Inspect the heat exchanger for cracks, openings, excessive rust and corrosion. Inspect furnace casing, check for proper venting and check chimney for restrictions and obstructions. Submit a written report by contractor detailing the results and repairs completed per code.

Sec 605.1 Permit for service panel and electrical wiring installation has not been issued and lacks inspection and approval by the City of Lansing, Electrical Inspector. The Building Safety Office, ph. 483-4355.

Sec 604.3 Wiring is exposed - unprotected faulty and unsafe.

INSPECTOR COMMENTS: Bring all wiring up to code with electrical permit.

Sec 604.3 Wiring is deteriorated and/or unsafe. Have a licensed contractor check the wiring, bring it up to code, and submit a copy of their report to our office.

Sec 604.3 Wires to dryer/ water heater lacks conduit protection.

Sec 604.3 Wires are loose - hanging.

Sec 604.3 Wire splices not enclosed in junction box.

Sec 604.3 Cover plates missing and or damaged at outlets - switches.

Sec 704.1 Smoke detector is missing.

AREA: Exterior

Section 304.6 Siding - trim is deteriorated - damaged - missing.

Section 304.5 Waterproofing of foundation is deteriorated - ineffective.

Section 304.15 Gaps around - at bottom of all entrance doors.

Sec 304.15 Door jamb - door sill is deteriorated and or damaged to the front - side - rear door.

Sec 304.15 Doors are inoperable - deteriorated - damaged.

Sec 304.10 Steps are deteriorated - damaged - unstable - missing at rear exterior stairs to second floor.

NOTE: Some listed corrections may require mechanical, plumbing, electrical, demolition or building permits from The Building Safety Office. You can call (517-483-4355) to determine if State Law requires a permit for your particular repair / correction.

INSPECTOR COMMENTS: Vinyl siding installed without permit.

AREA: First Floor

Sec 704.2 Lack of operational smoke detector at ceiling or walls outside each separate sleeping area, in each room used for sleeping purposes, on each story, including basement and cellars. Note: All required smoke detectors shall have a minimum 5 year battery or be hardwired.

INSPECTOR COMMENTS: Lacking smoke detectors throughout dwelling.

Sec 604.3 Wiring is exposed - unprotected faulty and unsafe.

Sec 604.3 Wiring is deteriorated and/or unsafe. Have a licensed contractor check the wiring, bring it up to code, and submit a copy of their report to our office.

INSPECTOR COMMENTS: *Bring all wiring up to code with permit.*

Sec 604.3 Wires are loose - hanging.

Sec 604.3 Weatherproof exterior outlet cover plate is damaged / missing.

Sec 604.3 Light fixture is loose - missing - damaged - inoperable.

Sec 604.3 Wall switches are loose - missing - damaged - inoperable throughout dwelling.

Sec 604.3 Outlets are loose - missing - damaged - inoperable throughout dwelling.

Sec 604.3 Junction box cover plate is missing at kitchen ceiling.

Sec 605.1 Permit for electrical wiring installation has not been issued and lacks inspection and approval by the City of Lansing, Electrical Inspector. The Building Safety Office, ph. 483-4355.

INSPECTOR COMMENTS: *Electrical wiring has been installed throughout dwelling without permit. Bring all wiring up to code with permit.*

SEC 305.3 Plaster / Gypsum board at ceiling is damaged - loose - missing at bathroom, kitchen and at room at back door.

Sec 604.3 Cover plates missing and or damaged at outlets - switches throughout dwelling.

Sec 108.1.2 Extension cords used excessively - fastened to structure.

INSPECTOR COMMENTS: *Remove all extension cords.*

Sec 702.1 Lack of a safe, continuous and unobstructed path of travel from any point in a structure to the public way.

INSPECTOR COMMENTS: *Back exterior doors are blocked - nailed shut.*

Sec 604.3 Light switches are loose - missing - damaged - inoperable throughout dwelling.

Sec 304.13.2 Bedroom windows are inoperable and painted / nailed shut.

Sec 305.3 Ceiling covering is loose and hanging - deteriorated and/or damaged.

Sec 304.15 Front storm door is missing self-closing device.

This dwelling has been declared an UNSAFE STRUCTURE as defined in section 108 of the Lansing Housing and Premises Code. Signs have been posted at each entrance that read - DO NOT ENTER, UNSAFE TO OCCUPY. It is a misdemeanor to occupy this building, or to remove or deface this notice. Said dwelling shall remain vacant until this office has conducted a complete inspection and approved all corrections.

Failure to comply by the compliance due date may result in the issuance of a Municipal Civil Infraction.
Violation with **Fines: \$500 per day for each violation.**

Pursuant to Section 107.2 of the LPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

If you have any questions or concerns about complying within the time indicated, you may contact at
(517) 483 4335 Monday through Friday between the hours of 8-9 - AM or 12-1 - PM.

Officer: Walter Allen

This does not guarantee discovery or reporting of all code violations or property defects, manifest or latent, which exist at the property inspected. The City of Lansing, its officers and employees, shall not be liable for any injury or damage, including incidental or consequential damages, claimed to be a result of any failure to discover or report code violations or property defects.

As specified by section 107- Notices and Orders - a copy of this violation was sent to:

Taxpayer of Record: ABBAWI TARIK MAFFI, 2128 COOLIDGE RD, EAST LANSING, MI 48823-1332



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol Ave Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Notice Printed: 04/22/2016

Failure to Register Notice

ABBAWI TARIK MAFFI
2128 COOLIDGE RD
EAST LANSING, MI 48823-1332

Inspection Type: Safety
Inspection Date: 04/22/2016
Compliance Due Date: 05/22/2016

Warning: *Failure to comply with the requirements of this notice may result in the issuance of a Municipal Civil Infraction Violation Ticket. (Fines: \$500 per day for each violation)*

Violation Location:	2413 S PENNSYLVANIA AVE
Parcel No:	33-01-01-27-181-031

The above referenced address was found to have certain violations of the Lansing Housing and Premises Code, Chapter 1460 of the Code of Ordinances. **The violations are listed below and must be corrected by the compliance due date.**

1460.44 (a) Please register this rental property and any others in the City of Lansing.

INSPECTOR COMMENTS: *Unregistered Rental.*

On July 1, 1987 the Mayor and City Council amended the Lansing Housing and Premises Code, Chapter 1460.44 to include the registration and inspection of all rental dwellings. As of this date, this office has not received the completed registration form and fee for the above referenced property. We ask that you register all of your rental dwellings by no later than the compliance due date.

Failure to comply by the compliance due date may result in the issuance of a Municipal Civil Infraction Violation with Fines: \$500 per day for each violation and may result in the property being vacated by this office.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

If you have any questions or concerns about complying within the time indicated, you may contact at (517) 483 4335 Monday through Friday between the hours of 8-9 - AM or 12-1 - PM.

Officer: Walter Allen

This does not guarantee discovery or reporting of all code violations or property defects, manifest or latent, which exist at the property inspected. The City of Lansing, its officers and employees, shall not be liable for any injury or damage, including incidental or consequential damages, claimed to be a result of any failure to discover or report code violations or property defects.

As specified by section 107- Notices and Orders - a copy of this violation was sent to:

Taxpayer of Record: ABBAWI TARIK MAFFI, 2128 COOLIDGE RD, EAST LANSING, MI 48823-1332











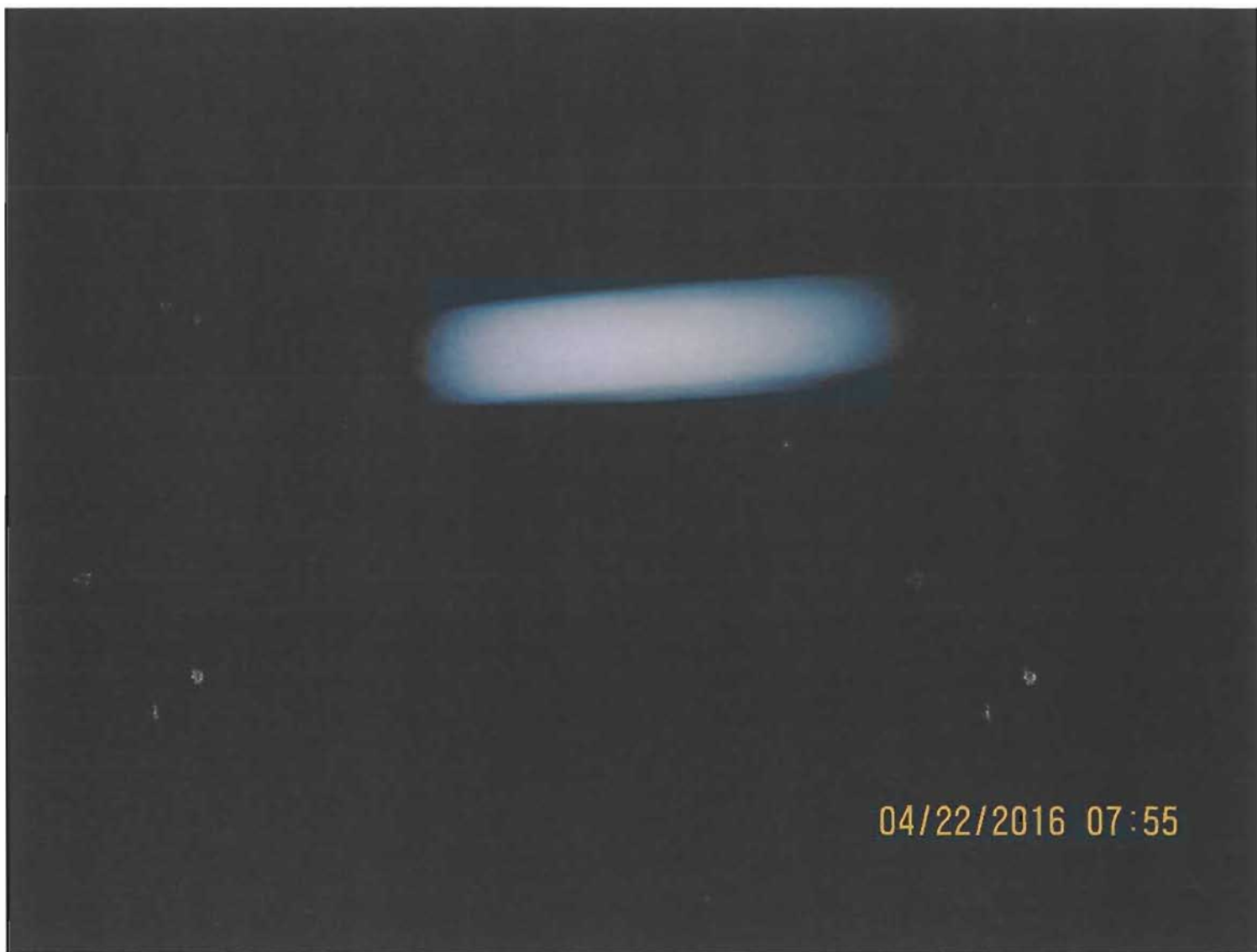




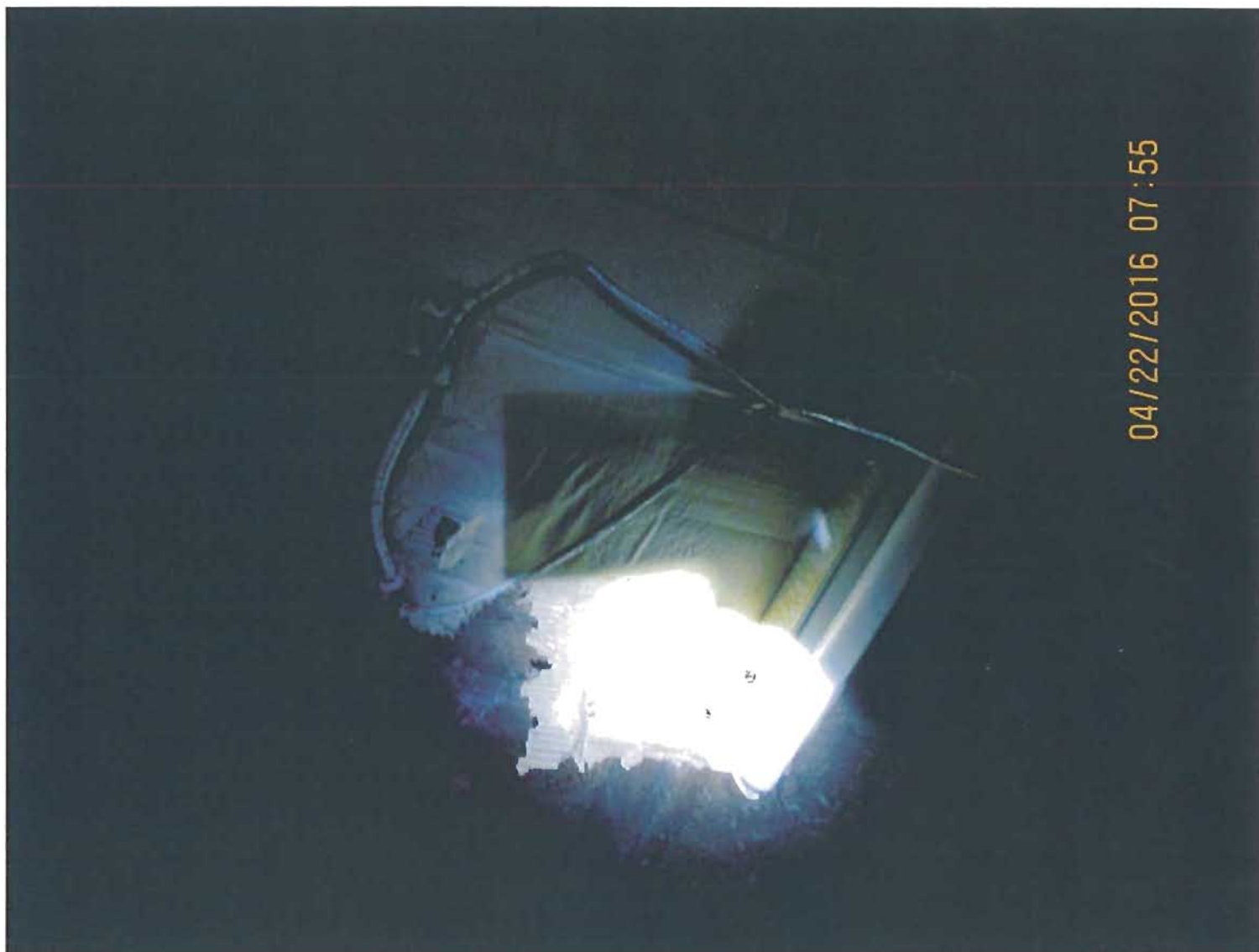












04/22/2016 07:55



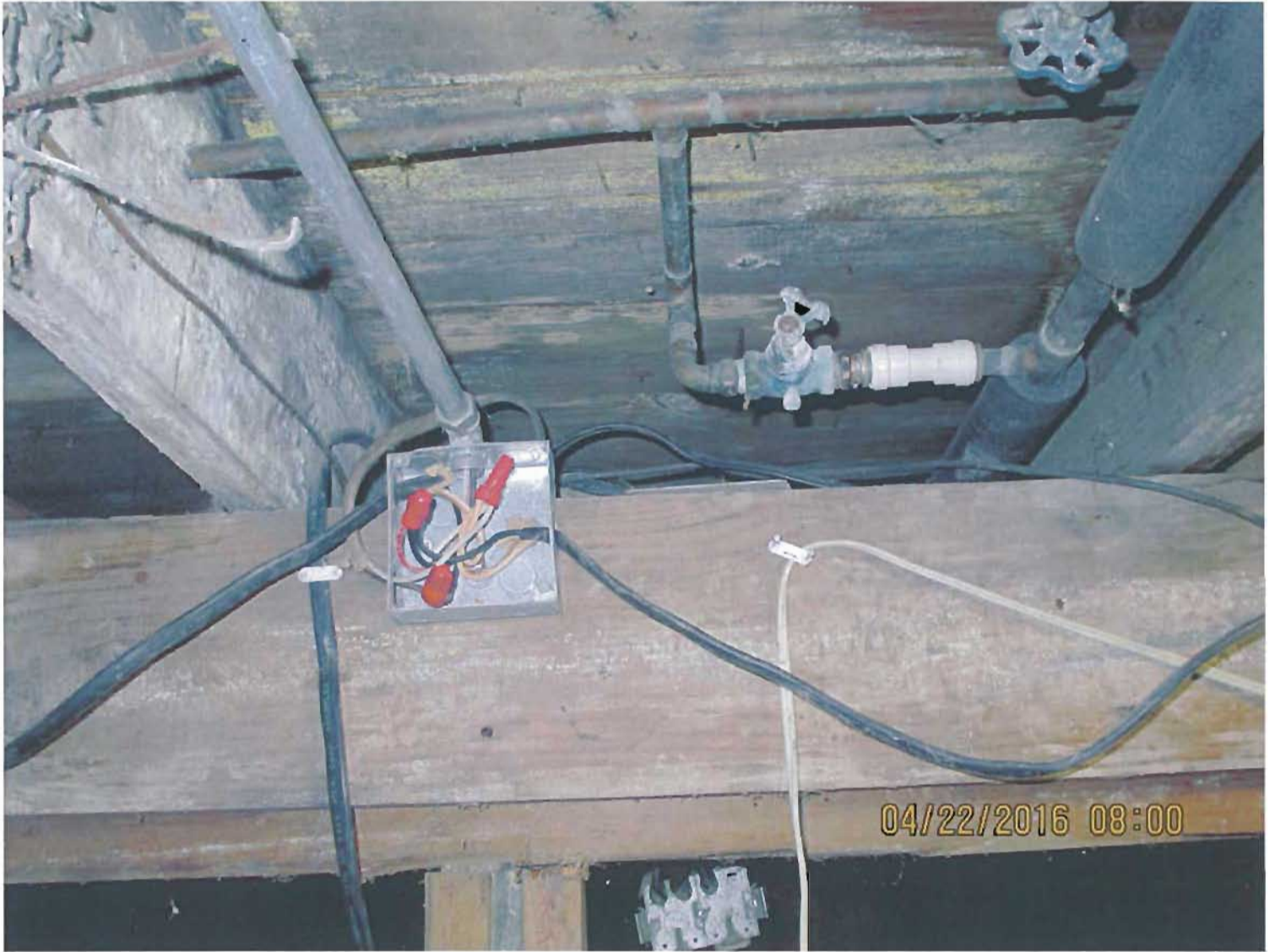


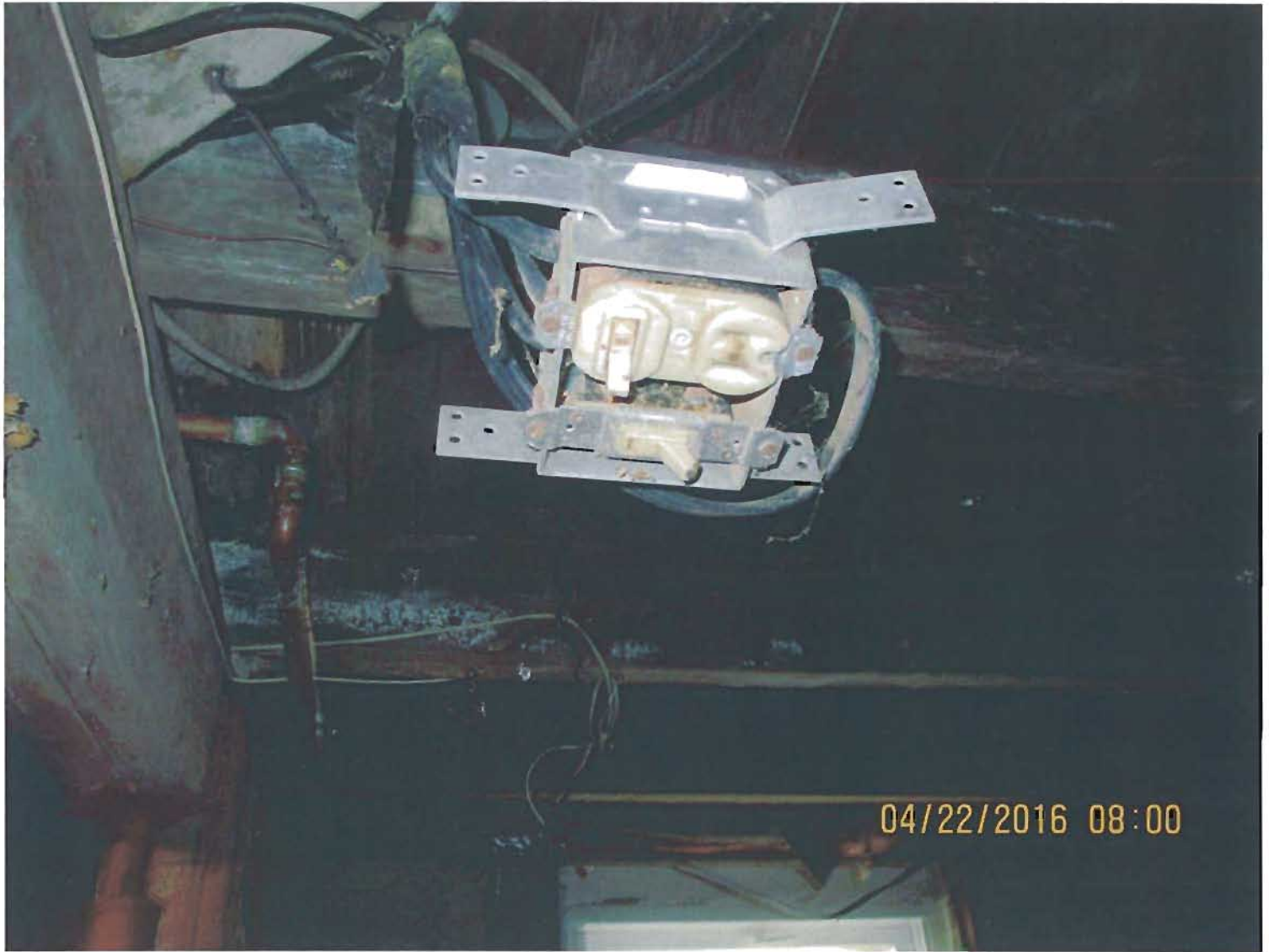
























City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

March 6, 2017

Tarik Abbawi
2128 Coolidge
East Lansing, MI 48823

Re: Claim – 2413 S. Pennsylvania

Dear Mr. Abbawi:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$157.50 for property located at 2413 S. Pennsylvania, Lansing, Michigan, and denied the claim you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Venus Kumar".

Venus Kumar
Paralegal



Chris Swope
Lansing City Clerk

May 12, 2017

President and Members of the Lansing City Council
10th Floor, City Hall
Lansing, MI 48933

Dear Councilmembers:

The attached application has been submitted to the City Clerk's Office, and is being forwarded for your consideration and appropriate action:

Sincerely,

Chris Swope, CMC
Lansing City Clerk

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County; and

WHEREAS, the Committee on General Services met on _____ to review the request with affirmative action taken;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from from Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County to ;



City of Lansing, Michigan
On-Premises Alcohol Sales Application

Business Name: Celebration Banquets, LLC dba: _____

Business Address: 2121 Celebration Drive NE

City: Grand Rapids State: Michigan Zip: 49525

Main Contact Number: (616) 454-0022 Secondary Contact Number: (616) 447-4244

Email Address: fullerd@fullerlaw.biz or cell (616) 260-0552

License(s) for which you are seeking Local Government Approval Transfer of a transferable Resort C
License (24PTB) to 200 Edgewood Blvd, Lansing, Michigan (Celebration! Arena Lansing)

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

Name	Position	Address	Age
See attached Exhibit A - Ownership Chart			
See attached Exhibit B - Officer and Director Listing			

If an individual, provide Applicant's:

Date of Birth: _____ Place of Birth: _____

What character of business do you intend to operate? movie theatre

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

January 24, 2002

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

Chris Swope, City Clerk

Lansing City Clerk's Office

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

Phone: 517-483-4131

Fax: 517-377-0068

City.clerk@lansingmi.gov

lansingmi.gov/clerk

Have you made applications for a similar or other license on premises other than those described in this application? Yes ☒ No ☐ Please see attached Exhibit C, Licensed Locations Listing.

If yes, what is the disposition of any such earlier application? All approved

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

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

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

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

☒ The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) ^{have submitted} intend to submit to the Michigan Liquor Control Commission.

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

Josh Koehn
Signature

4/11/17
Date

MICHELLE FELKER
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Feb 7, 2020
ACTING IN COUNTY OF Kent

Subscribed and sworn to before me this

11th day of April, 2017.

Signature Michelle Felker

Printed Name Michelle Felker

Notary Public, Kent County, Michigan

My Commission Expires: 2/7/2020

Acting in the County of Kent

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

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

EXHIBIT A
MICHIGAN LIQUOR CONTROL COMMISSION
CELEBRATION BANQUETS, L.L.C. - OWNERSHIP AS OF 4/30/14

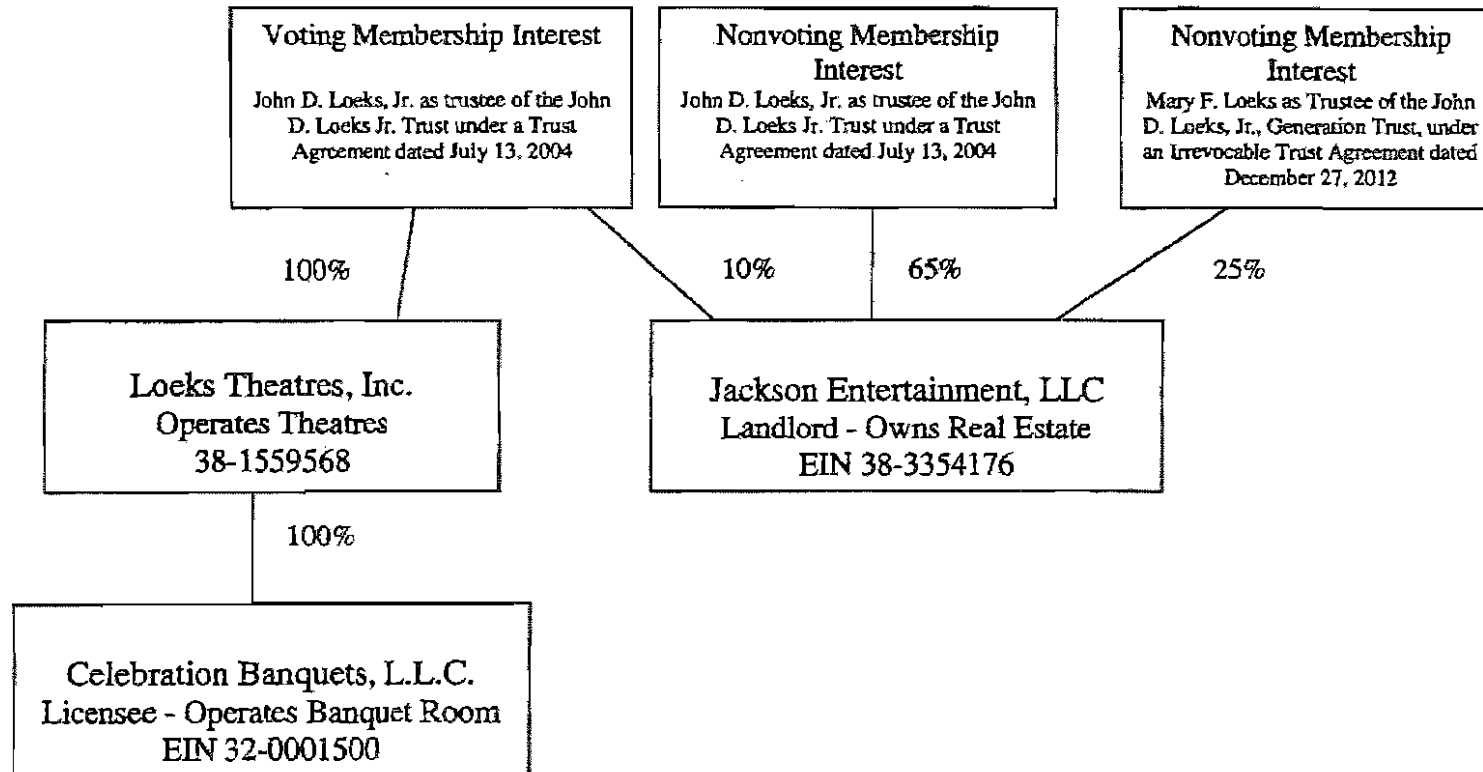


EXHIBIT B
CITY OF LANSING
ON-PREMISES ALCOHOL SALES APPLICATIONS

Applicant Business Name: Celebration Banquets, L.L.C.

Name	Position	Address	Age
John D. Loeks, Jr.	Manager of Celebration Banquets, L.L.C.	2121 Celebration Drive, NE Grand Rapids, Michigan 49525	72

Loeks Theatres, Inc.

John D. Loeks, III	President and Director, Loeks Theatres, Inc.	2121 Celebration Drive, NE Grand Rapids, Michigan 49525	
Michelle Felker	Secretary, Loeks Theatres, Inc.	2121 Celebration Drive, NE Grand Rapids, Michigan 49525	
Nancy Hagan	Treasurer, Vice President and Director, Loeks Theatres, Inc.	2121 Celebration Drive, NE Grand Rapids, Michigan 49525	
John D. Loeks, Jr.	Director, Loeks Theatres, Inc.	2121 Celebration Drive, NE Grand Rapids, Michigan 49525	

EXHIBIT C
CELEBRATION BANQUETS LICENSED LOCATIONS LISTING

Benton Harbor (Applying Now)

Celebration! Benton Harbor
1468 Cinema Way
Benton Harbor, Michigan 49022
(Benton Township)
Owner – Jackson Entertainment
Class C #241255 – Pending
Bus ID

Grand Rapids

Celebration! North & IMAX
2121 Celebration Drive NE
Grand Rapids, Michigan 49525
(City of Grand Rapids)
Owner – Jackson Entertainment, LLC
Class C #115300
Bus ID 142384

Kentwood

Celebration! Woodland
3195 28th Street SE
Grand Rapids, Michigan 49512
(City of Kentwood)
Owner – PR Woodland Limited Partnership
Class C # 165253
Bus ID 196852

Lansing (Applying Now)

Celebration! Cinema Lansing & IMAX
200 E. Edgewood Blvd.
Lansing, Michigan 48911
(City of Lansing)
Owner – Loeks Theatres, Inc.
Class C Resort 550 – Transferrable – Pending
Bus ID

Studio C! Meridian Mall
1999 Central Park Drive
Okemos, Michigan 48864
(Meridian Township)
Owner – Meridian 241255Mall Limited Partnership (Loeks Theatres Inc. Tenant)
Class C Resort #220204 (Transferable)
Bus ID 229445

Mt. Pleasant

Celebration! Mt. Pleasant
4935 E. Pickard
Mt. Pleasant, Michigan 48858
(Union Township)
Owner – Jackson Entertainment, LLC
Class C #247362
Bus ID 238366

Muskegon

Cinema Carousel
4289 Grand Haven Road
Muskegon, Michigan 49441
Owner – Loeks Theatres, Inc.
(City of Norton Shores)
Class C # 239962
Bus ID 235864

Portage

Celebration! Crossroads & IMAX
6600 Ring Road
Portage, Michigan 49024
(Portage City)
Owner – Jackson Entertainment, LLC
Class C Resort #230847 (Transferable)
Bus ID 232200



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☒ Class C Resort
☒ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☐ Other: Transfer classification type of license	

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

THAT THE REQUEST: By Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County

Location Approval

Signature & Date

✓ Chief of Police Det. [Signature] 478

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer _____

Building Approval

Signature & Date

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



637

Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☒ Class C Resort
☒ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☐ Other: Transfer classification type of license	

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

THAT THE REQUEST: By Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

✓ Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer _____

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☒ Class C Resort
☒ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☐ Other: Transfer classification type of license	

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

THAT THE REQUEST: By Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer _____

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☒ Class C Resort
☒ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☐ Other: Transfer classification type of license	

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

THAT THE REQUEST: By Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

✓ Planning/Zoning [Signature] 4/19/17

Building Comm. _____

Health Dept. _____

City Treasurer _____

[Signature] 4/19/17

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

ACTION

- ☒ **Transfer Ownership**
 - ☒ **Transfer Location**
 - ☐ **Add Partner**
 - ☐ **Drop Partner**
 - ☐ **Other: Transfer classification type of license**

TYPE OF LICENSE

- Class C Resort
 □ SDD
 ■ SDM
 □ Tavern

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

THAT THE REQUEST: By Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police

Fire Marshal /

Planning/Zoning

✓ Building Comm.

Health Dept.

City Treasurer

Date to City Council

PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 \$ 517-377-0068 FAX
Lansingmi.gov/clerk \$ city.clerk@lansingmi.gov



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☒ Class C Resort
☒ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☐ Other: Transfer classification type of license	

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

THAT THE REQUEST: By Celebration Banquets, LLC to transfer ownership of a Resort Class C license at 200 Edgewood Blvd., Lansing, MI 48911, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer _____

Tommy Good 4/18/17

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



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

Retail License & Permit Application

For more information on retail licenses and permits, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Before you begin filling out the attached application, please review this checklist for the forms and documents you will need to submit with your completed application form.

The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: <https://get.adobe.com/reader/>

- ☐ Completed Retail License & Permit Application (Form LCC-100, attached)
- ☐ Livescan Fingerprint Form* (attached)
- ☐ Inspection, License, and Permit Fees
- ☐ Local Government Authorization (Form LCC-106) - For a new on-premises license only
- ☐ Purchase agreement - **For the transfer of ownership of a license**
- ☐ Property document (lease, deed, land contract, etc.)
- ☐ New Specially Designated Merchant license documents - **For new Specially Designated Merchant license only** (see page 3)

Are you transferring stock or membership interest? If yes, use the License Interest Transfer Application (LCC-101).

If applicant is a corporation also include (pursuant to R 436.1109):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
- ☐ Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited liability company also include (pursuant to R 436.1110):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Copy of the operating agreement or bylaws of the applicant company
- ☐ Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
- ☐ Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited partnership also include (pursuant to R 436.1111):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of the partnership agreement of the applicant limited partnership
- ☐ Each general partner of a partnership shall sign the application, bond, and other papers filed in connection with securing a new license or transferring an existing license. This requirement may be waived by the Commission upon showing of good cause, which must be submitted in writing.

*Fingerprints are required for applicants that have not been fingerprinted for MLCC licensure in the past and will hold 10% or more interest in a license or applicant entity.



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

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

Retail License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by [clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Celebration Banquets, L.L.C.	
Address to be licensed: 200 E. Edgewood Blvd.	
City: Lansing	Zip Code: 48911
City/township/village where license will be issued: City of Lansing	County: Ingham
Federal Employer Identification Number (FEIN): 32-0001500	

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

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

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

Current licensee(s): Houghton Ocean Ventures, LLC	
Current licensed address: 5819 West Houghton Lake Drive	
City: Houghton Lake	Zip Code: 48629
City/township/village where license is issued: Roscommon Township	County: Roscommon

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$70.00	License & Permit Fees:	\$1,092.50	TOTAL FEES:	\$1,162.50
------------------	---------	------------------------	------------	--------------------	-------------------

Schedule A - Licenses, Permits, & Permissions

Applicant name: Celebration Banquets, L.L.C.

Off Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☐ SDM License \$100.00
- ☐ ☐ SDD License \$150.00
- ☐ ☐ Resort SDD License Upon Licensure/\$150.00

Off Premises Permits:

Base Fee:

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

On/Off Premises Permission Type:

Base Fee:

- ☐ Off-Premises Storage No charge
- ☐ Direct Connection(s) No charge
- ☐ Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$70.00

Total License Fee(s): \$600.00

Total Permit Fee(s): \$492.50

TOTAL FEES DUE: \$1,162.50

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to State of Michigan

On Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☐ B-Hotel License \$600.00
- Number of guest rooms: _____
- ☐ ☐ A-Hotel License \$250.00
- Number of guest rooms: _____
- ☐ ☒ Class C License \$600.00 4034
- ☐ ☐ Tavern License \$250.00
- ☐ ☒ Resort License Upon Licensure
- ☐ ☐ Redevelopment License Upon Licensure
- ☐ ☐ Brewpub License \$100.00
- ☐ ☐ G-1 License \$1,000.00
- ☐ ☐ G-2 License \$500.00
- ☐ ☐ Aircraft License \$600.00
- ☐ ☐ Watercraft License \$100.00
- ☐ ☐ Train License \$100.00
- ☐ ☐ Continuing Care Retirement Center License \$600.00
- ☐ MCL 436.1545(1)(b)(i) ☐ MCL 436.1545(1)(b)(ii)

B-Hotel or Class C Licenses Only:

- ☒ ☐ Additional Bar(s) \$350.00 4012
- Number of Additional Bars: 1

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

On Premises Permits:

Base Fee:

- ☐ Sunday Sales Permit (AM)* \$160.00
- ☒ Sunday Sales Permit (PM)** \$142.50 4032
- ☐ Catering Permit \$100.00
- ☐ Banquet Facility Permit - Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

- ☐ Outdoor Service No charge
- ☐ Dance Permit No charge
- ☐ Entertainment Permit No charge
- ☐ Extended Hours Permit: No charge

☐ Dance ☐ Entertainment Days/Hours: _____

- ☒ Specific Purpose Permit: No charge

Activity requested: Movies, room usage for parties, worship, etc.

Days/Hours requested: 2:00am-7:30am M-Sat; 7:30am-Noon Sun

- ☐ Living Quarters Permit No charge
- ☐ Topless Activity Permit No charge

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

Applicant name: Celebration Banquets, L.L.C.

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

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

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

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

Section 2 - Quota Requirements for New SDM License Applicants

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

- ☐ a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707.
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ d. Applicant applies between January 5, 2017 and March 5, 2017 and holds a Motor Fuels Retail Outlet license or Temporary Retail Gasoline Outlet license issued by the Michigan Department of Agriculture and Rural Development under the Motor Fuels Quality Act, MCL 290.646(1).
MCL 436.1533(7) - Commission shall waive SDM quota and license may be transferred to another location if the applicant holds a motor fuels license as described above at the new location.
- ☐ e. Applicant's establishment qualifies as a marina under MCL 436.1539.
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- ☐ f. Applicant does not qualify under any of the quota exemptions or waiver listed above.
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application

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

- ☐ Copy of retail food establishment license or extended retail food establishment license for a SDM license or a SDM license to be issued in conjunction with a Specially Designated Distributor license. *Not required for a SDM license to be issued in conjunction with an on-premises license.*
- ☐ If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- ☐ If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.
- ☐ If applying under Section 2d above between January 5, 2017 and March 5, 2017, a copy of the Motor Fuels Retail Outlet license or Temporary Retail Gasoline Outlet license issued by the Michigan Department of Agriculture and Rural Development.

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

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-391.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Loeks Theatres, Inc.		
Home address: 2121 Celebration Drive NE		
City: Grand Rapids	State: MI	Zip Code: 49525
Business Phone: (616) 447-4244	Cell Phone: (616) 260-0552	Email: kshane@celebrationcinema.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": Chain - 142384, 196852, 229445, 235864, 232200, 238366		
Do you hold 10% or more interest in the applicant entity? If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America? ☐ Yes ☐ No			
Have you ever legally changed your name? ☐ Yes ☐ No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☐ Yes ☐ No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☐ No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☐ No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):			☐ Yes ☐ No
Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

John D. Loeks, Jr., Manager

Print Name

Signature

Date

Part 6 - Contact Information

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

What is your preferred method of contact?		☐ Phone	☒ Mail	☐ Email	☐ Fax
What is your preferred method for receiving a Commission Order?		☒ Mail	☐ Email	☐ Fax	
Contact name: Kenyon Shane	Relationship: Vice President of Operations				
Mailing address: 2121 Celebration Drive NE, Grand Rapids, Michigan 49525					
Phone: (616) 447-4244	Fax number: (616) 447-4211	Email: kshane@celebrationcinema.com			

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

Attorney name: Tania E. (Dec Dee) Fuller		Member Number: P- 54750
Attorney address: 751 - C Kenmoor Avenue, SE, Grand Rapids, Michigan 49546		
Phone: (616) 454-0022	Fax number: (616) 456-0022	Email: fullerdt@fullerlaw.biz
Would you prefer that we contact your attorney for all licensing matters related to this application?		☒ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?		☒ Yes ☐ No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

John D. Loeks, Jr., Manager		4-3-17
Print Name of Applicant & Title	Signature of Applicant	Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202

Michigan Department of Consumer and Industry Services

Filing Endorsement

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

for

CELEBRATION BANQUETS L.L.C.

ID NUMBER: B7049D

received by facsimile transmission on January 24, 2002 is hereby endorsed

Filed on January 24, 2002 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 25th day of January, 2002.

Andrew X. Metcalfe

, Director

Bureau of Commercial Services

From:

01/24/2002 09:44 #013 P.002/003

CAS 700 (10/99)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Tania E. (Dee Dee) Fuller Miller, Johnson, Snell & Cummiskey, P.L.C.		
Address P.O. Box 306		
City	State	Zip Code
Grand Rapids	MI	49501-0306
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B

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

ARTICLE I

The name of the limited liability company is: Celebration Banquets, L.L.C.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

1. The street address of the location of the registered office is:

1400 28TH Street, SW Grand Rapids, Michigan 49509
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: John D. Loeks, Jr.

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

This limited liability company shall be managed by a manager or managers.

Signed this 28 day of January, 2002
By [Signature] Celebration Village GR Limited Partnership
(Signature)
John D. Loeks, Jr., General Partner, Member
(Type or Print Name)

CAS 700

01/24/2002 09:55AM



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

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

Report of Stockholders, Members, or Partners

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

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Celebration Banquets, L.L.C.

Address: 2121 Celebration Drive NE

City: Grand Rapids

Zip Code: 49525

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Loeks Theatres, Inc., 2121 Celebration Drive NE, Grand Rapids, Michigan 49525	100	4/30/2014
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		



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

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

Report of Stockholders, Members, or Partners

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

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
Name and address of Managers, pursuant to administrative rule R 436.1111:		

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title: Kenyon Shane, Vice President of Operations of Loeks Theatres, Inc., the Sole Member of Celebration Banquets, L.L.C.

Name & Title: _____

Name & Title: _____

Name & Title: _____

Name & Title: _____

Part 4 - Signature of Applicant or Licensee

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

John D. Loeks, Jr., Manager

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

4-3-17

Please return this completed form to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

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

Fax to: 517-763-0059

CONCESSION AGREEMENT

This Concession Agreement (this "Agreement") is entered into effective _____, 2017 (the "Effective Date") between **Celebration Banquets, L.L.C.**, a Michigan limited liability company, of 2121 Celebration Drive, NE, Grand Rapids, Michigan 49525 ("Banquets") and **Loeks Theatres, Inc.**, a Michigan corporation, of 2121 Celebration Drive, NE, Grand Rapids, Michigan 49525 ("Concessionaire").

1. Acknowledged Facts. Concessionaire currently leases and operates a motion picture Theatre at 200 E. Edgewood Blvd., Lansing, Michigan 48911 (the "Theatre"). Banquets has agreed to lease the Theatre from Concessionaire pursuant to a Lease Agreement of even date (the "Lease"). Banquets has submitted an application to the Michigan Liquor Control Commission ("MLCC") for the issuance of a Class C liquor license for use at the Theatre (the "License"). Licensed areas are to include the entire Theatre property, as identified on the diagram attached as **Exhibit A**. The parties are entering into this Agreement to allow Concessionaire to operate the Theatre business, except as it relates to the sale of food and alcoholic beverages at the Theatre under the License. Concessionaire and Banquets agree that this Agreement is subject to, and conditioned upon, approval by the MLCC of the issuance of the License to Banquets. This Agreement will be in effect on the Effective Date.

2. Operation of Theatre. Concessionaire agrees to operate the Theatre, including all sales of tickets and other related activities at the Theatre except with respect to the sale of food, non-alcoholic beverages, alcoholic beverages and other concessions (the "Theatre Operations"). Banquets agrees to operate, and remain solely responsible for, the sale of food, non-alcoholic beverages, alcoholic beverages and other concessions at the Theatre, and shall also be responsible for the proper screening of Theatre patrons who wish to purchase alcoholic beverages ("Banquet Operations"). Except as otherwise provided in this Agreement, Concessionaire shall receive all income, pay all expenses and retain all profits in connection with the Theatre Operations. The parties hereby acknowledge that Concessionaire shall not receive any direct profits in connection with the Banquet Operations. The parties further acknowledge and agree that Banquets shall at all times retain exclusive control over all portions of the Theatre premises covered by the License.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year terms unless either party elects to terminate this Agreement by written notice to the other party not less than thirty (30) days prior to the beginning of a renewal term. In addition, this Agreement shall terminate upon the termination of the Lease.

4. Direct Liability. Banquets acknowledges that it is responsible for all debts and obligations incurred in the operation of the License, and that Concessionaire is not liable thereon. Banquets further acknowledges that Banquets shall be fully responsible for the actions of Concessionaire in the operation of the Theatre just as Banquets is responsible for the actions of Banquets' own employees.

5. Ownership. By virtue of this Agreement, both Banquets and Concessionaire acknowledge that Concessionaire is not, in any manner or form, to be considered

the owner, in whole or part, of the License. Concessionaire acknowledges that nothing herein gives to Concessionaire ownership rights to the License and that Banquets is the sole and exclusive owner thereof.

6. General Provisions.

(a) Entire Agreement and Amendment. This Agreement contains all of the terms of the agreement between parties with respect to its subject matter and may be amended only in writing signed by both parties.

(b) Governing Law. This Agreement shall be governed in all respects by Michigan law.

(c) Severability. The over breadth or unenforceability of any terms in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is overbroad or unenforceable, it shall nevertheless be enforced to the fullest extent permitted by law.

(d) Notices. Any notice required or permitted under this Agreement shall be deemed given upon personal delivery or within two (2) business days after mailing, postage prepaid, in the U.S. mail service or other recognized national mail service, or on the same day it is sent by facsimile (with original being mailed in the U.S. mail) to the address set forth above.

(e) Assignment. Neither party may assign its rights under this Agreement or delegate any of its duties without prior written consent of the other party.

Loeks Theatres, Inc.

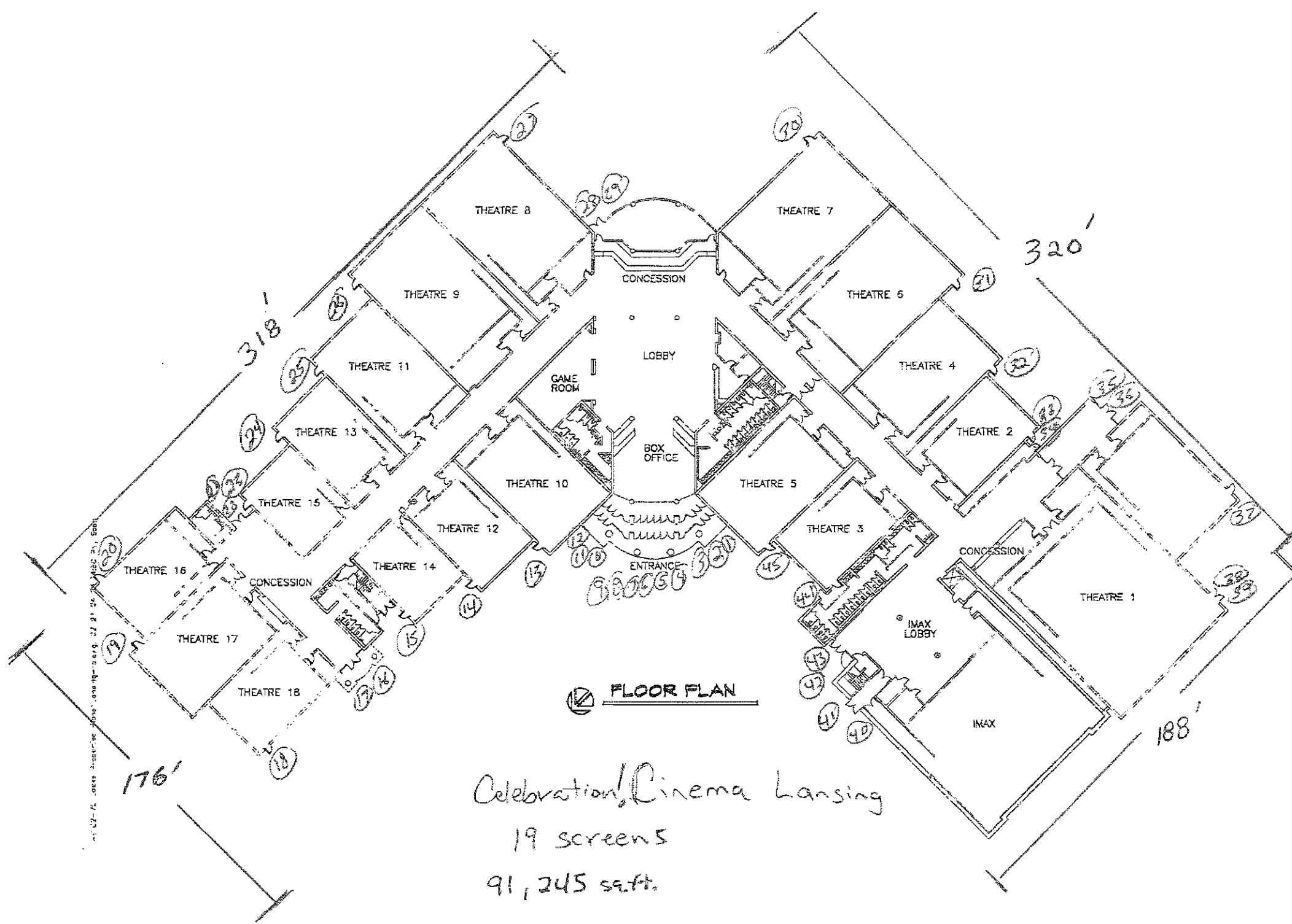
John D. Loeks III, President

CONCESSIONAIRE

Celebration Banquets, L.L.C.

John D. Loeks, Jr., Manager

BANQUETS



CCLA Floor



Fall 2016 Menu

Grand Rapids North - Knapps Corner

PREVIEWS

Hummus & Pita Bread

Baked pita bread served with a hummus spread

7

Sidewinder Fries

Twisted potato fries loaded with cheese & bbq sauce

7

Soft Pretzel Sticks

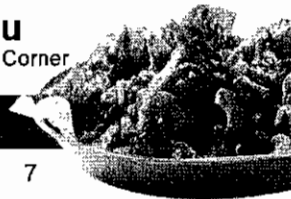
Served with jalapeño queso, stone ground mustard or cinnamon icing

6

Mozzarella Sticks

Topped with parmesan; served with marinara & ranch dipping sauce

7



SALADS & WRAPS

Enjoy as either a fresh salad or wrapped in a signature tortilla

Club

Honey smoked turkey, maple ham, tomato, Swiss cheese & romaine mix; served with tangy ranch dressing

9

Chicken Caesar

Chopped romaine, grilled chicken, parmesan, & Caesar dressing

9

Buffalo Chicken

Romaine, crispy or grilled chicken, buffalo sauce, bleu cheese, three cheese blend, celery, tomato, & ranch

9



FEATURED ITEMS

Nachos

Served with jalapeño queso, chili and salsa or load them with jalapeño queso, salsa, red onion & choice of meat: *pulled-in-house bbq pork, chicken or ground beef for \$2*

7

Angus Beef Pretzel Dog

Angus beef hot dog served on a pretzel bun with choice of toppings: *ketchup, mustard, red onion, sweet relish, chili, tomato, jalapeño queso, or caramelized red onion*

5

Boneless Wings

Sauce: *buffalo, poblano bbq, teriyaki or garlic parmesan*

9

Breadsticks

Make them cheesesticks for \$1

7



FLATBREAD PIZZA

Italian Job Pizza

Sausage, pepperoni, caramelized red onions, green pepper, & tomato

11

Great White Hype

Tomato, mozzarella, basil, & fresh pesto

11

Make Your Own Flatbread Pizza

Build your own two-topping flatbread pizza: *pepperoni, sausage, bacon, ham, pulled-in-house pulled pork, mushroom, red onion, green pepper, pineapple, black olive, or jalapeño*
Add additional toppings for only 75¢ per

10



GOURMET SLIDERS

Sliders are served on a fresh pretzel bun w/ a side of garlic parmesan chips
Upgrade to Sidewinder Fries for only \$3

Angus Beef Sliders

Two Angus beef sliders topped with choice of toppings

8

Pulled Pork Sliders

Two pulled-in-house pork sliders smothered in our poblano bbq sauce, & topped with onion frizzles

8

Chicken Sliders

Two grilled or two crispy chicken sliders topped with lettuce & tomato; served with choice of sauce: *buffalo, poblano bbq, teriyaki or garlic parmesan*

8

DRAFT BEER

Premium Pint 7.00 / Tall 9.00	Essentials Pint 6.00 / Tall 8.00
Founders All Day IPA	Beer Option TBD
Beer Option TBD	Beer Option TBD
Beer Option TBD	Beer Option TBD

Select bottles & cans 5.00 - 6.00

WINE

House 7 / Premium 8

La Terre Merlot	La Terre Chardonnay	Villa Sorono Pinot Grigio
La Terre Cabernet	La Terre White Zinfandel	St. Julian Riesling
Forbidden Fruit Red Sangria		

COCKTAILS

Upgrade to premium liquors for \$2

The Long Island	11
Bacardi Superior, Jose Cuervo Silver, Stol, Beefeater, Triple Sec, sour mix, & a splash of cola Premium: Appleton, Patrón	
Mai Tai	10
Captain Morgan, Malibu, pineapple juice, orange juice, & grenadine Premium: Appleton	
The Rum Diaries	9
Bacardi Superior, fresh mint, sugar cane syrup, & sparkling water Premium: Appleton	
Once Upon A Time In Mexico	9
Jose Cuervo Silver, Triple Sec, sour mix, & fresh lime juice Premium: Patrón	
The Sex In The City	9
Stoll Citrus Vodka, Triple Sec, cranberry juice, & a splash of lime	
Tequila Mockingbird	9
Jose Cuervo Silver, orange juice & grenadine Premium: Patrón	
Clockwork Orange	9
Svedka Orange Cream Pop, ginger ale & served w/ an orange wedge	
Pineapple Express	9
Bacardi Pineapple Rum, orange juice, pineapple juice & soda water	

Starbucks® Coffee 4



**SINGLE MEMBER LLC
OPERATING PROCEDURE
OF
CELEBRATION BANQUETS, L.L.C.**

THIS AGREEMENT is made effective January 24, 2002, between Celebration Village GR Limited Partnership, a Michigan limited partnership (the "Member") and Celebration Banquets, L.L.C. (the "Company").

RECITAL:

The Member has formed a Limited Liability Company pursuant to the Michigan Limited Liability Company Act, MCL 450.4101 *et seq.* ("Act") on the terms and conditions set forth in this Agreement.

AGREEMENT:

The Member, therefore, states as follows:

**Article I
Organization**

1.1 **Formation.** The Member forms a Limited Liability Company pursuant to the Act. The Company is neither a corporation, general partnership, limited partnership, joint venture, nor sole proprietorship and no Member shall be construed to be a partner or shareholder in the Company. The relationships established by this Agreement shall exist solely as set forth in this Agreement.

1.2 **Name.** The name of the Company shall be **Celebration Banquets, L.L.C.** and all business shall be conducted under such name, or such other names as may be determined by the Member and duly authorized by the Company.

1.3 **Registered Office.** The registered office of the Company shall be located in the State of Michigan at the place designated in the Articles of Organization, or such other location(s) as shall be designated from time to time by the Member. The Company may also have offices in such other places as the Member may from time to time decide, or as the business of the Company may require.

1.4 **Effective Date and Term.** The Company formed pursuant to this Agreement shall be effective as of the date that the Articles of Organization are filed with the Michigan Department of Commerce and shall continue in perpetuity until it is dissolved or terminated pursuant to the Act or any provision of this Agreement.

1.5 Purpose of Business. The Company may engage in any lawful activity in which a Limited Liability Company may engage pursuant to the Michigan Limited Liability Company Act, including, but not limited to, the ownership and management of real property, and the operation and management of residential and commercial construction.

1.6 Liability. No Member shall be liable for any debt, obligation, or liability of the Company except to the extent expressly assumed.

Article II **Capital Contribution**

2.1 Capital Contributions. All membership interests of the Company shall be allocated to the sole Member. The Member acknowledges that for tax purposes only, the Company will be treated as a tax nothing until such time as another Member has an interest in the Company.

2.2 Capital Account. Upon the initial capitalization of the Company, the Member's capital account shall be credited with 100% of the net value of the property listed on Schedule A.

After the initial capitalization of the Company, there shall be credited to the Member's account: 1) the amount of cash and the fair market value of any property contributed by the Member, net of any liabilities assumed by the Company and to which the property is subject; 2) the profits of the Company as provided in this Agreement; and 3) the amount of any increase to the basis of assets of the Company due to an election under Internal Revenue Code §754. There shall be charged against the Member's capital account: 1) the amount of all distributions to the Member; and 2) the losses of the Company as provided in this Agreement.

Article III **Allocation of Profits, Losses and Distributions**

3.1 Allocation of Profits and Losses. Net profits or losses of the Company (and their various items of income, expenses, and credits for federal income tax purposes) including any profits, gains or losses which are not taken into account for federal income tax purposes, shall be allocated to the Member. Because on formation the Company has one Member, all items shall be allocated to that sole Member.

3.2 Distribution of Cash. Distributions shall be made upon the direction of the Member, after paying the obligations incurred for the operation of the Company and capital expenditures, and establishing a suitable cash reserve.

3.3 Distributions in Kind. A Member has no right to demand and receive a distribution from the Company in any form other than cash and a Member may not be compelled to accept from the Company a distribution of an asset in kind. The Company shall not make a distribution if such distribution would be in violation of Section 307 of the Act.

3.4 The Company shall not make a distribution if such distribution would be in violation of Section 307 of the Act.

3.5 Special Allocations. In the event the Company has at any time more than one Member, it is intended that the allocations provided in this Article have "substantial economic effect" for purposes of Treasury Regulation §1.704-2. The Special Allocations set forth below shall be applied in the order presented. All references in this Section to "Partnership" or "Partner" items as defined in the Regulations are intended to apply to this Limited Liability Company and its Members:

- a. Partnership Minimum Gain Chargeback. Minimum Gain Chargeback provisions as provided under Treasury Regulation §1.704-2(f). This provision is intended to comply with the Partnership Minimum Gain Chargeback requirements of the aforementioned Regulation and shall be interpreted and applied in a manner consistent therewith.
- b. Partner Minimum Gain Chargeback. A Non-Recourse Minimum Gain Chargeback provision as provided under Treasury Regulation §1.704-2(i)(4). This provision is intended to comply with the Partner Non-Recourse Minimum Gain Chargeback requirements of the aforementioned Regulation and shall be interpreted and applied in a manner consistent therewith.
- c. Qualified Income Offset. A Qualified Offset provision as provided under Treasury Regulation §1.704-1(b)(2)(ii)(d)(3) so that any Member who unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulation §1.704-1(b)(2)(ii)(d), (4), (5), or (6), will be allocated income and gain in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, a deficit balance as quickly as possible; provided that an allocation pursuant to this Section shall be made only if and to the extent that such Member would

have a capital account deficit after all other allocations provided in this Section have been made as if this Sub-Section were not in this Agreement. This provision is intended to comply with the Qualified Income Offset requirements of the aforementioned Regulations and shall be interpreted and applied in a manner consistent therewith.

- d. Gross Income Allocation. In the event any Member has a deficit capital account at the end of any fiscal year which is in excess of the sum of: 1) the amount such Member is obligated to restore pursuant to any provision of this Agreement; and 2) the amount such Member is deemed to be obligated to restore pursuant to Treasury Regulations §1.704-2(g) and 1.704-2(i)(5), each such Member shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Sub-Section shall be made only if and to the extent that such Member would have a deficit capital account in excess of such sum after all other allocations provided for in this Section have been made as if this and the preceding Sub-Sections were not in this Agreement.
- e. Partnership Non-Recourse Deductions. Partnership Non-Recourse Deductions under Treasury Regulation §1.704-2(b)(1) for each fiscal year shall be allocated among the Members in accordance with their respective interest in the Company, to the extent and in a manner that satisfies Treasury Regulation §1.704-2(e), and otherwise in any manner determined by the Director to satisfy said Regulation.
- f. Partner Non-Recourse Deductions. Partner Non-Recourse Deductions under Treasury Regulation §1.704-2(i)(2) for any fiscal year shall be allocated to the Members who bear the economic risk of loss with respect to the Partner Non-Recourse Debt to which such Partner Non-Recourse Deductions are attributable in accordance with Treasury Regulation §1.704-2(i)(1).

Article IV
Management of the Company

4.1 Management of the Company. The management of the Company shall be the responsibility of the Manager, who shall be John D. Locks, Jr.

4.2 Certain Rights and Obligations of the Manager. In addition to the provisions of Section 4.1, the Manager:

- a. May purchase or sell any real estate interests for the Company and may execute on behalf of the Company all documents or instruments of any kind that the Manager may deem appropriate in carrying out the purposes of the Company including, but not limited to, construction contracts, mortgages, deeds, assignments, leases, subleases, management agreements, or other contracts of any kind or character or amendments to them, which relate to the affairs of the Company.
- b. Shall maintain complete and accurate books of account for the Company, keeping the books at the Company's principal place of business and open to inspection after reasonable notice and request by the Member or his or her authorized representative, at his or her own expense, at any time during ordinary business hours.
- c. May purchase, at the Company's expense, liability and other insurance to protect the Company's assets and business.
- d. May enter into any loan agreement to borrow money necessary or desirable to conduct the Company's business. The Manager may authorize to assign any portion or all of the Company assets and revenues derived from it to secure the borrowed money or loan agreements. The Manager or Member shall have no personal liability for these borrowed amounts. In no event will any lender have the election to convert its position as a creditor into an equity interest in the Company.
- e. Shall file any necessary instruments required to qualify the Company to do business in the states where the Company conducts any activities.

- f. May invest Company funds in its discretion until the funds are committed to Company activities, including retaining balances in interest bearing or non-interest bearing bank accounts.
- g. Shall do any and all things necessary or appropriate to accomplish the purposes of the Company subject to the provisions of this Agreement.

4.3 Reliance on Acts of Manager. No financial institution or any other person, firm or corporation dealing with the Manager shall be required to ascertain whether that Manager is acting in accordance with this Agreement, but shall be protected in relying solely on the assurance of and the execution of all instruments by the Manager.

Article V **Meetings of the Members**

5.1 Meetings. The Company shall not have regularly scheduled meetings of its Member.

5.2 Subject of Meetings. At a properly called meeting, the Member may vote on all of the following:

1. The dissolution of the Company;
2. The merger of the Company pursuant to Act Section 701 through 706;
3. A transaction involving an actual or potential conflict of interest between the Member or Manager and the Company;
4. An amendment to the Articles of Organization or this Operating Procedure;
5. The sale, exchange, lease or other transfer of all or substantially all of the assets of the Company outside of the ordinary course of business; and
6. Whether to permit an assignee to be a substitute Member.

5.3 Proxy Vote. The Member may appoint a proxy to vote or otherwise act for the Member pursuant to a written appointment form executed by the Member or the

Member's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Company. The general proxy of a fiduciary is given the same effect as the general proxy of any other Member. A proxy appointment is valid for twelve (12) months unless otherwise expressly stated in the appointment form.

5.4 Written Consent. Any action required or permitted to be taken at a Member meeting may be taken without a meeting if the action evidenced by one or more written consents describing the action taken or to be taken, signed by the Member.

Article VI

Transfer of Interest

6.1 Transfers During Life. No Member may sell, encumber, transfer, assign, or otherwise dispose of all or any part of its interest in the Company except in accordance with the terms and conditions of this Agreement.

6.2 Purchaser's Status as a Member. In the event that the Member sells or assigns all or part of his or her interest in the Company, the purchaser or assignee of such interest shall be entitled to all of the rights and privileges of a Member of the Company only upon the unanimous written consent of all of the remaining Members. In the event that all of the remaining members do not consent to the admission of such purchaser or assignee as a Member, then such purchaser or assignee shall only be entitled to the distributions from the Company to which the selling Member would have been entitled. For purposes of Paragraphs 6.3 and 6.4, an inter-vivos trust described in Paragraph 6.1 above shall not be considered a purchaser or assignee, and the Grantor thereof shall remain a Member, so long as all of the requirements of Paragraph 6.1 are complied with.

Article VII

Dissolution

7.1 Dissolution. Upon the consent of the Member, the Company shall be dissolved and its affairs shall be wound up ("Event of Dissolution").

7.2 Liquidation. The dissolution of the Company shall be effective on the ninetieth (90th) day after the occurrence of an Event of Dissolution. The Company shall not be wound up until the Company's Articles of Organization have been canceled and the assets of the Company have been distributed as provided herein. Upon the dissolution of the Company, the Members shall liquidate the assets of the Company, apply and distribute the proceeds thereof as provided by this Agreement and cause the cancellation of the Company's Articles of Organization.

7.3 Distribution in Liquidation. Upon the dissolution of the Company and incident to the winding-up of the Company's business and affairs, the Company shall pay or make provision for the payment of its liabilities and obligations, actual or contingent, and all expenses of liquidation. Any amounts deemed necessary by the Member to provide a reserve for any unforeseen liabilities and obligations may, in the Member's discretion, be deposited in a bank or trust company upon such terms and for such period of time as the Member may determine. Following the payment of or provision for the liabilities of the Company as provided above, the remaining assets of the Company shall be distributed to the Member.

Article VIII **Amendments**

Amendments. Amendments to this Agreement may be proposed by the Member in writing at any time.

Article IX **Miscellaneous**

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to any conflict of law provisions.

9.2 Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any previous understanding and agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully expressed in this Agreement.

9.3 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement or its application to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

9.4 Notices. Notices to the Member or to the Company shall be deemed to have been given when mailed, by prepaid registered or certified mail, addressed as set forth in

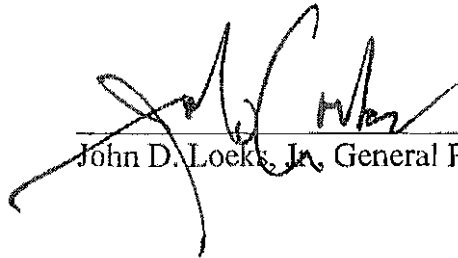
this Agreement or as set forth in any notice or change of address previously given in writing by the addressee to the addresser.

9.5 Captions. The section titles or captions contained in this Agreement are provided for the sake of convenience only and shall not be deemed part of the context of this Agreement.

9.6 Number and Gender. All of the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, that the context or sense of this Agreement may require, as if the words had been fully and properly written in the number and gender.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

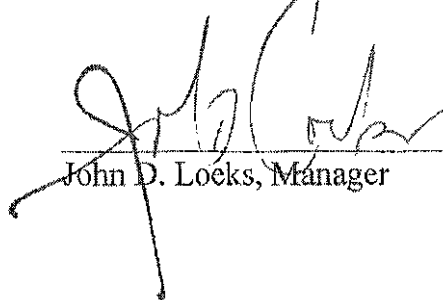
**CELEBRATION VILLAGE GR
LIMITED PARTNERSHIP**



John D. Loeks, Jr., General Partner

MEMBER

CELEBRATION BANQUETS, L.L.C.



John D. Loeks, Manager

COMPANY

CELEBRATION BANQUETS, L.L.C.

SCHEDULE A

Capital Contributions

<u>Member</u>	<u>Capital Contribution</u>	<u>Percentage Ownership</u>
Celebration Village GR Limited Partnership 2121 Celebration Avenue, NE Grand Rapids, MI 49525	\$100.00	100%

LIQUOR LICENSE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 2017; by and between **Houghton Ocean Ventures, LLC**, a Michigan limited liability company of 17325 Franklin Avenue, Spring Lake, Michigan 49456 ("Seller"), and **Celebration Banquets, L.L.C.**, a Michigan limited liability company of 2121 Celebration Drive, N.E., Grand Rapids, Michigan 49525 ("Buyer").

WITNESSETH:

WHEREAS, Seller now owns a Resort 550 Class C liquor license (License No. 249778), located at 5819 West Houghton Lake Drive, Houghton Lake, Michigan 48629 ("License") issued by the Michigan Liquor Control Commission ("MLCC"); and

WHEREAS, Seller desires to sell its interest in the License and Buyer desires to purchase same.

AGREEMENT

NOW, THEREFORE, it is mutually agreed between the parties hereto, in consideration of their respective covenants and agreements herein contained, as follows:

1. **Sale of License.** Seller agrees to sell to Buyer, and Buyer agrees to purchase, for itself, the License, free and clear of any liens, encumbrances, restrictions, obligations, and claims of any nature on the License.

2. **Payment of Purchase Price.** It is agreed that Buyer shall pay a total purchase price, pursuant to the terms provided herein, of Sixty-Four Thousand Five Hundred and 00/100 Dollars (\$64,500.00) (the "Purchase Price") payable upon satisfaction of the contingencies set forth herein, the Seller will execute a Bill of Sale for the License in form and content reasonably satisfactory to Buyer and the MLCC any and all other legal instruments Buyer reasonably requests to consummate this transaction. At the same time, Buyer shall pay Seller the entire Purchase Price.

3. **Application for License Transfer.** Within thirty (30) days after the date of execution of this Agreement by both parties, Buyer shall file all necessary forms and documents with the applicable local governmental unit and, if applicable, the local police, in order to obtain approvals to transfer the License from Seller to Buyer.

4. **Closing Contingencies.** This Agreement is contingent upon the occurrence of each of the following. Should any one of the following fail to occur, then the same shall constitute an automatic termination of this Agreement.

a. Local governmental approval of the License transfer and applicable permits for Buyer's use of the License throughout its theatre in Lansing, Michigan (the "Location");

b. Local law enforcement approval of the License transfer, permits, and Buyer's use throughout the theatre at the Location; and

c. The MLCC's: (i) transfer of ownership approval of the License to Buyer; and (ii) approval of Buyer's permits, for use throughout the theatre at the Location.

5. **Termination Upon Denial of License Transfer.** In the event the MLCC shall finally refuse to approve the transfer of the License to Buyer as provided herein (after any administrative appeal thereof, at Buyer's sole option and expense) for any reason other than the breach by Buyer of the express terms of this Agreement, after Buyer has complied with the terms and provisions herein stated, then this Agreement shall become null and void and Buyer shall have no further liability or obligation to Seller.

6. **Conveyance of Clear Title.** All taxes and assessments of every nature and kind, and all obligations, debts or claims which have been or may become a lien upon the License or which arise during or by virtue of Seller's ownership thereof, shall be paid by Seller prior to the date of closing.

7. **Execution of Documents.** The parties further agree to execute and deliver, each to the other, any legal instruments and applications of whatsoever nature or kind which may be necessary to effect and consummate this transaction, including the right for an appeal hearing if requested by Buyer.

8. **Closing Date.** The parties agree that the consummation of the transfer shall take place within thirty (30) days after the MLCC has approved the transfer and after the final inspection is completed.

9. **No Inventory.** Seller represents that there is no alcoholic beverage inventory available for sale to the Buyer.

10. **Default by Seller and Default of Buyer.** It is further agreed between the parties that if Seller fails or refuses to comply with and complete the sale and purchase of the License in conformity with the terms herein for any reason other than breach by the Buyer, Buyer may pursue the remedy of specific performance. If Buyer fails or refuses to comply with and complete the sale and purchase of the License in conformity with the terms herein for any reason other than breach by the Seller or a failure to obtain approval for the transfer by the MLCC or any other party, Buyer shall immediately pay Seller Two Thousand and 00/100 Dollars (\$2,000.00).

11. **Renewal of License.** Seller agrees to pay all renewal fees to renew the License to the current licensing year as of the date of the closing of this sale. Buyer agrees to pay all transfer fees to the MLCC for the transfer of the License. In the event that Buyer advances any renewal fees, Buyer shall receive a credit at the time of Closing equal to the amount of such payment.

12. **Entire Agreement.** It is understood and agreed between all of the parties in this transaction that all representations, investigations, negotiations, and disclosures made

regarding the matters and things contained herein constitute a meeting of the minds of all parties hereto, and that there are no hidden, oral or other representations between any of the parties herein.

13. **Closing Location.** The closing of this transaction shall take place at a time, place and manner mutually agreed upon by the parties.

14. **Representations, Warranties, and Covenants of Seller.** Seller represents and warrants to and covenants with Buyer as follows:

a. **Liens.** That no judgments, liens, or security interests are outstanding at the time of execution of this Agreement or will be outstanding at the time of the closing against Seller which would affect Seller's right, title or interest in the License, or Seller's ability to transfer the License to Buyer.

b. **Taxes.** There are no outstanding taxes due at the time of closing that could result in successor liability or any liability to the Buyer, including, but not limited to, under the terms of MCL 205.27a.

c. **No Violations.** As of the date of this Agreement, there are no violations of the Michigan Liquor Control Act currently pending regarding the License and the License is properly in escrow with the MLCC and able to be transferred.

d. **Authorization.** This Agreement has been duly and validly authorized by any and all necessary corporate or other action of Seller and, upon due execution and delivery, will constitute a valid and binding agreement of Seller.

e. **Authority.** The execution and delivery of this Agreement by Seller, the execution and delivery of every other document, and the consummation of the transaction contemplated hereby have been duly authorized and validly executed and delivered by Seller, and shall not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or that affects the License; (ii) constitute or result in a violation of any order, decree, or injunction under which the Seller and/or the License is bound; and/or (iii) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the License is or may be subject.

f. **No Sale to Third Party.** Seller acknowledges that the investigation process associated with the transfer of the License will require a period of time; during such time, Seller will be precluded from selling the License to any other party.

15. **Representations, Warranties, and Covenants of Buyer.** Buyer represents and warrants to Seller as follows:

a. **Representation to MLCC.** Buyer represents that the information it submits to the MLCC for the transfer of the License will be accurate and complete and that its source of funds to purchase the License is with verifiable U.S. funds. Neither

Buyer nor any of the members of Buyer have been convicted of any felonies; have policing powers or have an interest, directly or indirectly, in a wholesale license. Buyer acknowledges that this Agreement is not contingent on Buyer obtaining any financing.

b. **Authorization.** Buyer represents Buyer has the power, lawful right, and authority to enter into this Agreement and to perform its obligations. This Agreement is the valid and binding agreement of Buyer, enforceable in accordance with its terms.

c. **Binding Agreement.** This Agreement has been duly and validly authorized by any and all necessary company action of Buyer and, upon due execution and delivery, will constitute a valid and binding agreement of Buyer.

16. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or mailed first class, postage prepaid to the following addresses until notification of a different address:

To the Seller:

Colin P. Quiney
Houghton Ocean Ventures, LLC
17325 Franklin Avenue
Spring Lake, Michigan 49456

To the Buyer:

Kenyon Shane
Celebration Banquets, LLC
2121 Celebration Drive, N.E.
Grand Rapids Michigan 49525

With a copy to:

Tania E. (Dec Dee) Fuller
Fuller Law and Counseling, P.C.
751-C Kenmoor Avenue
Grand Rapids, Michigan 49546

17. **Pronouns.** The pronouns and relative words herein used are written in the singular only. If more than one Buyer and/or Seller join in the execution hereof, such pronouns and words shall be read as if written in plural and applicable to any gender.

18. **Survival.** The covenants, representations and warranties of all parties herein shall be effective on the date hereof, on the closing date, shall survive closing, and shall bind the heirs, administrators and executors of the respective parties.

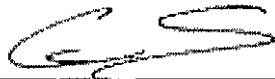
19. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

20. **Amendments.** This is the entire Agreement between the parties. Any amendment or modification of this agreement shall be in writing and signed by both parties.

21. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Agreement, a facsimile signature shall be deemed the same as an original.

IN WITNESS WHEREOF, the parties have entered into this Agreement the date and year first above written.

Houghton Ocean Ventures, LLC



Colin P. Quiney, Sr. Member

SELLER

Celebration Banquets, L.L.C.

John D. Loeks, Jr., Manager

BUYER

20. **Amendments.** This is the entire Agreement between the parties. Any amendment or modification of this agreement shall be in writing and signed by both parties.

21. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Agreement, a facsimile signature shall be deemed the same as an original.

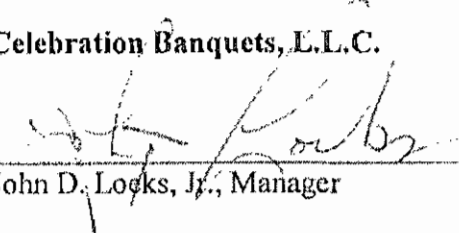
IN WITNESS WHEREOF, the parties have entered into this Agreement the date and year first above written.

Houghton Ocean Ventures, LLC

Colin P. Quincy, Sole Member

SELLER

Celebration Banquets, L.L.C.



John D. Locks, Jr., Manager

BUYER

LEASE AGREEMENT

This Lease Agreement ("Lease") is dated effective _____ (the "Commencement Date"), between **Loeks Theatres, Inc.**, a Michigan corporation, of 2121 Celebration Drive, NE, Grand Rapids, Michigan 49525 ("Landlord"), and **Celebration Banquets, L.L.C.**, a Michigan limited liability company, of 2121 Celebration Drive, NE, Grand Rapids, Michigan 49525 ("Tenant").

1. Theatre Property. Landlord owns the property located at 200 E. Edgewood Blvd., Lansing, Michigan 48911, which is occupied as a multiple screen motion picture theatre, the land and improvements are collectively referred to in this Lease as the "Theatre Property". Landlord lets and leases to Tenant, and Tenant hires and leases from Landlord, the Theatre Property at the rents and under the terms and conditions set forth in this Lease.

2. Purpose of Occupancy. The Theatre Property shall be used by Tenant in connection with its food and beverage service business, including alcoholic beverage service, and shall not be used for any purpose that would: a) violate any law, ordinance, rule or regulation or the terms of any restrictive covenant applicable to the Theatre Property; b) in any way create any nuisance or trespass; or c) in any way violate the terms of the policy of insurance or increase the rate of insurance under and such policy of insurance on the Theatre Property unless Tenant pays to Landlord the cost of any increased insurance cost arising from Tenant's use of the Theatre Property within fifteen (15) days after written notice of the amount due. Tenant acknowledges that Landlord operates a movie theater business at the Property pursuant to a Concession Agreement dated the date thereof between Landlord and Tenant (the "Concession Agreement"). Notwithstanding anything contained in this Lease or the Concession Agreement to the contrary, Tenant shall not interfere with any of Landlord's operation in or about the Theatre Property.

3. Term of Lease; Renewal of Term. The term of this Lease shall commence on the "Commencement Date", and shall continue for ten consecutive years, unless sooner terminated as provided in this Lease or upon ninety (90) days' written notice of either party's intent to terminate. Tenant's taking possession of the Theatre Property shall constitute Tenant's acceptance of the Theatre Property in its "as is" condition, subject only to the other terms and conditions of this Lease.

Provided Tenant is not then in default in the performance of any of its covenants and agreements under this Lease, this Lease shall automatically renew for ten (10) additional five (5) year terms, upon the same terms and conditions as provided in this Lease except as to rent which shall be adjusted as agreed by the parties to the market rate from time to time. The initial term of this Lease and any properly exercise renewal term shall be referred to in this Lease as "Term".

4. Parking and Common Areas; Expansion or Alteration of Building. Tenant shall have the right to use the driveways, walkways and parking areas located on and adjacent to the Theatre Property as well as the hallways, corridors and entrances of the Theatre Property (collectively "Common Area") in common with Landlord and other tenants, licensees and

occupants of the Theatre Property. Landlord reserves the right in its absolute discretion: a) to limit the use of hallways, corridors and entrances at the Theatre Property, to the hours when those areas are open to the general public, and b) modify, change or alter any Common Area provided such change or alteration does not materially alter the amount of available parking space or the accessibility of the Theatre Property. In addition, Landlord reserves the right to expand or alter the Theatre Property.

5. Rent. Tenant covenants and agrees to pay Landlord as rent for the Theatre Property during the Term as follows:

(a) Base Rent. Tenant shall pay an amount equal to _____ and 00/100 Dollars (\$_____.00) as monthly rent ("Base Rent"), or an annualized amount of _____ and 00/100 Dollars (\$_____.00). Base Rent shall be paid in advance on the first day of each month during the term of this Lease and any renewal term provided, however, that Base Rent for the first full month of the term of this Lease shall be paid on the Commencement Date. Moreover, in the event the Commencement Date is any day other than the first day of a month, Tenant shall pay to Landlord on the Commencement Date a prorated portion of the monthly Base Rent for the period from the Commencement Date to the first day of the following month.

(b) Additional Rent. Tenant shall not be required to pay Landlord any additional rent for the operating expenses for the Theatre Property (operating expenses include costs and expenses related to the operation, maintenance, repair and replacement of the common areas and facilities of the Theatre Property) (the "Operating Expenses").

As used in this Paragraph 5, "Operating Expenses" shall include all costs of operating and maintain the Theatre Property, including, without limitation, the following costs and expenses incurred by Landlord: all property taxes and assessments, real, personal, general and special; utility costs and expenses including water, sewer, electricity, gas and other sources of power for heating, lighting, ventilating or air conditioning, except when separately billed to a tenant of the Theatre Property; property management fees; insurance premiums (other than liquor liability insurance); janitorial services contracted for by the Landlord and/or wages, salaries, fringe benefits, and applicable taxes on the employer for services related to the Theatre Property performed by Landlord's employees; supplies consumed in connection with cleaning, maintenance and repair; snow removal, lawn care, landscaping, parking, and other exterior grounds maintenance and repair; and all installation, maintenance, repair and replacement costs.

Such additional rent, if any, shall be computed on the basis of each calendar year and shall be adjusted in January of each year during the Term. Tenant shall pay its pro rata share of the Operating Expenses in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord each year without any deduction or setoff whatsoever beginning on the Commencement Date of this Lease.

(c) Payment. The monthly installments of Base Rent and all other sums payable under this Lease by Tenant shall be paid to Landlord at Landlord's address set forth above, or such other address as Landlord may direct by written notice, without setoff, counter claim, recoupment, abatement, suspension or deduction.

6. Taxes and Special Assessments. Landlord shall pay and discharge all real property taxes and special assessments which may be levied against all or any part of the Theatre Property during the term. Landlord shall pay and discharge all personal property taxes which may be levied against its furniture, equipment and other personal property located on the Theatre Property.

7. Insurance and Indemnity. Subject to Paragraph 5(b) above, Landlord shall keep the Theatre Property insured against the loss or damage by fire and those risks covered by "extended coverage" as provided in a an all risk fire insurance policy in the amount of the full replacement cost of the Theatre Property. All such policies of insurance shall be payable to Landlord or as Landlord specifies.

Tenant shall indemnify Landlord against and save Landlord harmless from any liability, claim, cost or expense (including reasonable attorney fees) which may be asserted against or incurred by Landlord by reason of any accident or casualty occurring in, on, or about the Theatre Property or otherwise arising from Tenant's use and occupancy of the Theatre Property, including any liability, claim, cost or expense relating to the operation of a liquor license at the Theatre Property. Tenant's indemnification obligation excludes any liability, claim, cost or expense (including reasonable attorney fees) asserted against those incurred by Landlord that arises from the negligence of Landlord, its agents, employees or customers. Tenant shall maintain liquor liability insurance with limits that are satisfactory to the Michigan Liquor Control Commission ("MLCC"). Tenant shall furnish Landlord with certificate(s) or other evidence acceptable to Landlord indicating that such insurance is in effect.

Tenant, at its expense, shall keep all of its furnishings, equipment and other personal property located on the Theatre Property fully insured against loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy. Such policy of insurance shall be payable to Tenant or as tenant specifies. Tenant hereby releases Landlord from any and all liability for any damage to or loss of such personal property from any cause whatsoever except to the extent such loss or damage is the result of the negligence of Landlord, its agents or employees, and is not otherwise covered by insurance required to be carried by Tenant under this Lease.

8. Waiver of Subrogation. Each policy of insurance authorized or required of either party under this Lease shall contain a clause or endorsement under which the insurer waives all right of subrogation against the other party, its agents and employees with respect to losses payable under such policy, and each party hereby waives all right of recovery it might otherwise have against the other party, its agents and notwithstanding that such loss or injury may result from the negligence of fault of such party, its agents or employees.

9. Utilities. Subject to Paragraph 5(a) above, Landlord shall pay all charges and deposits for utility services provided to the Theatre Property, including, without limitations, gas, electric, sewer, water and garbage removal.

10. Maintenance and Condition of Theatre Property. Except as otherwise provided in this Lease and subject to provision of Paragraph 5(a) above, Landlord, at its expense, shall keep the interior and exterior of the Theatre Property, including all glass, in good maintenance, condition and repair, reasonable wear and tear expected. All such repairs and maintenance shall be completed and maintained in good workmanlike condition, free and clear of liens and encumbrances arising out of such work. Landlord shall also be responsible for the repair and replacement of all structural components of the Theatre Property and the building. Landlord shall provide trash, garbage removal and snow plowing. Landlord shall promptly correct any defective condition known to it which it is required to repair or replace.

Tenant shall keep the Theatre Property in a neat and clean condition, shall not allow refuse to accumulate and shall conduct its business in such a manner that the risk of fire to the Theatre Property shall not be increased beyond the hazard normal and usual for its type of business. In addition, Tenant shall perform all maintenance, repair and replacement upon the Theatre Property necessitated by the acts or negligence of Tenant, its agents, employees or invitees. Tenant further agrees to maintain its operations as required by the MLCC and to comply with all rules and regulations pertaining to it as established thereby.

11. Alterations. Tenant shall not make or permit to be made any alterations, additions or improvements in, upon or to the Theatre Property, or any part of the Theatre Property, without the prior written consent of Landlord. In the event such consent is obtained, all such alterations, additions, or improvements shall be performed at the expense of Tenant in a good, workmanlike manner, free from faults and defects and in accordance with all applicable laws and building codes and plans and specifications approved by Landlord. Tenant shall not allow any construction liens to attach to the Theatre Property in connection with such alteration and the failure of Tenant to have any such lien released within ten (10) days after written notice from Landlord shall constitute a default under this Lease. In addition, Tenant shall indemnify, defend and hold Landlord harmless from any and all costs and expenses incurred by Landlord in connection with such construction liens, including, without limitation, attorneys' fees and costs of litigation. All alterations, additions or improvements (except trade fixtures) so made and installed by Tenant shall become part of the realty, shall become the property of Landlord and shall remain for the benefit of Landlord at the end of the Term or other expiration of this Lease in as good condition as they were when installed, reasonable wear and tear expected; provided, however, that any such alteration, addition or improvement remaining at the end of the Term or other expiration of this Lease, shall upon demand made by Landlord, be removed by Tenant, at Tenant's expense, and Tenant shall repair any damage caused by such removal, restoring the Theatre Property to their condition to the making of such alteration, addition or improvement.

The parties acknowledge and agree that Landlord shall have no obligation to provide security or surveillance of the Theatre Property for the benefit of Tenant. Accordingly, notwithstanding the provision of this Paragraph 11, Tenant may, at its sole cost and expense, purchase and install surveillance equipment in the Theatre Property, and hire such security

personnel, that Tenant deems reasonable or necessary to ensure compliance with applicable MLCC rules and regulations.

12. Performance by Landlord. In the event Tenant fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of ten (10) days after written notice from Landlord (except that no such notice shall be required in emergency situations), Landlord shall have the option to undertake such performance for Tenant, and the costs and expenses incurred by Landlord by reason of such undertaking shall be due and payable forthwith by Tenant to Landlord as additional rent under this Lease.

13. Compliance with Public Authority Requirements. Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Theatre Property, including, without limitation, the American Disabilities Act.

14. Hazardous Materials.

(a) Definitions. For the purposes of this Lease, the Terms "Hazardous Materials" and "Relevant Environmental Laws" shall be defined as follows:

(i) "Hazardous Materials" shall mean all solids, liquids and gases, including but not limited to solid waste, asbestos, crude petroleum and petroleum fractions, toxic chemicals, polychlorinated biphenyls, paint containing lead, volatile organic chemicals, chlorinated organic compounds, and urea formaldehyde foam insulation, which are governed or regulated by Relevant Environmental Laws.

(ii) "Relevant Environmental Laws" shall include but not be limited to all federal, state or local laws, rules, regulations, orders or determinations established or issued by any judicial, legislative or executive body, of any governmental or quasi-governmental entity which govern or regulate the existence, storage, use, disposal, or release of any solid, liquid or gas on, in or under the Theatre Property, or which govern or regulate the environmental effect of any activity currently or previously conducted on the Theatre Property.

(b) Tenant's Obligations; Indemnification. Tenant shall not, nor shall it permit its employees, business invitees, contractors or subcontractors (collectively "Tenant's Agents"), to bring upon, keep, store, use or dispose of any Hazardous Materials on, in, under or about the Theatre Property or any adjacent property except for the following: (i) Hazardous Materials contained within Tenant's products, equipment, or inventory and which do not pose any significant threat of being released into the environment; or (ii) general office supplies (including, without limitations, ordinary cleaning chemicals and solutions) used for their intended purpose and not posing any significant threat of contamination of the Theatre Property, or any adjacent property. Tenant shall cause the presence, use, storage, and/or disposal of any Hazardous Materials on, in, under or about the Theatre Property or any adjacent property by Tenant or Tenant's Agents to be in complete compliance with all Relevant Environmental Laws.

Tenant shall defend, indemnify, protect and hold Landlord harmless from and against all claims, costs, fines, judgments and liabilities, including attorneys' fees and costs arising out of or in connection with the presence, storages, use or disposal of Hazardous Materials, in, on, under or about the Theatre Property or any adjacent property caused by the acts, omissions, or negligence of Tenant and/or Tenant's Agents. Tenant's obligations hereunder shall survive the termination of this Lease.

(c) Landlord's Obligations; Indemnification. Neither Landlord nor Landlord's employees, business invitees, agents, contractors or subcontractors (collectively "Landlord's Agents") shall bring upon, keep, store, use or dispose of any Hazardous Materials in, on, under or about the Theatre Property or any adjacent property except for in complete compliance with all Relevant Environmental Laws. Landlord shall indemnify, defend, protect and hold Tenant and Tenant's Agents harmless from and against all claims, costs, fines, judgments and liabilities, including attorneys' fees and costs arising out of or in connection with the presence, storages, use or disposal of Hazardous Materials, in, on, under or about the Theatre Property or any adjacent property as of the Commencement Date of introduced in, on, under or about the Theatre Property or any adjacent property subsequent to the Commencement Date due to the acts, omissions or negligence of Landlord or Landlord's Agents. Landlord's obligations hereunder shall survive the termination of this Lease.

15. Damage to Theatre Property. In the event the Theatre Property is damaged by fire, the elements, acts of God, or other cause to such extent that the Theatre Property is rendered untenable by Tenant or more than fifty percent (50%) of the Theatre Property is rendered untenable, and in the event Landlord elects not to rebuild the Theatre Property as it existed prior to the damage or in some other manner satisfactory to Tenant, then Landlord, within thirty (30) days of the date the damage occurred, shall notify Tenant in writing of such election, and this Lease shall be canceled as of the date the damage occurred, and Landlord and Tenant shall have no further obligations by reason of it provisions. In the event Landlord elects to rebuild the Theatre Property as it existed prior to the damage or in some other manner satisfactory to Tenant, then Landlord shall commence such rebuilding within thirty (30) days of the date of such damage and shall continue and complete such rebuilding as promptly as possible. Upon completion of such rebuilding, this Lease shall be reinstated in all of its terms; provided, however, the rent shall abate in full during the period of such rebuilding.

In the event the Theatre Property is not damaged to such extent that the Theatre Property is rendered wholly untenable by Tenant or more than fifty percent (50%) of the Theatre Property is rendered untenable the Tenant shall continue to occupy that portion of the Theatre Property that is tenable, the rent shall abate proportionately to the portion occupied, and Landlord shall promptly commence and complete repairs to the portion damaged.

In no event and under no circumstances shall Landlord be liable to Tenant for any loss occasioned by damage to the Theatre Property, other than for abatement of rent as provided in this Paragraph 15 except to the extent of property damage resulting from negligence of Landlord, its agents or employees which is not otherwise covered by insurance required to be carried by Tenant under this Lease.

16. Eminent Domain. In the event that the whole of the Theatre Property shall be taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to that date, and Landlord and Tenant shall have no further obligations by reason of the provision of this Lease.

In the event that less than the whole of the Theatre Property or any substantial portion of the Theatre Property is so taken or condemned, then Landlord shall have the right to terminate this Lease upon written notice to Tenant given thirty (30) days prior to the date title vests in the condemnor, and this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease. In the event that Landlord does not elect to so terminate this Lease, Landlord, to the extent of the condemnation award, shall repair and restore the portion not affected by the taking so as to constitute the remaining premises a complete architectural unit. Thereafter, the rent to be paid by Tenant shall be adjusted proportionately according to the ratio that the floor area remaining in the Theatre Property bears to the former floor area in the Theatre Property, and all of the other terms of this Lease remain in full force and effect.

Tenant shall have no interest in any award resulting from any condemnation or eminent domain or similar proceedings whether such award be for diminution in value to the leasehold or to the fee of the Theatre Property, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as may be allowed it for loss of business, relocation, and for Tenant's trade fixtures and personal property which are removable by Tenant at the end of the Term, provided such award shall be in addition to the award for land, buildings and other improvement.

17. Defaults of Tenant. The following occurrences shall be deemed defaults by Tenant:

(a) Tenant shall fail to pay when due any rent or other sum payable under this Lease and such failure continues for five (5) days after written notice from Landlord.

(b) Tenant shall abandon or vacate the Theatre Property before the end of the Term; or Tenant shall make a general assignment for the benefit of creditors or become bankrupt or insolvent, or file or have filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or a trustee.

(c) Tenant shall be in breach of any other obligation under this Lease, and such breach shall continue for thirty (30) days after written notice for Landlord.

18. Remedies of Landlord. In the event of a default by Tenant, Landlord shall have the following rights and remedies in addition to all other rights and remedies otherwise available to Landlord:

(a) Landlord shall be entitled to immediately accelerate upon written notice to Tenant the full balance of the rent payable for the remainder of the Term; provided, however, such amount shall be reduced to present value as of the date of payment based on an interest rate of seven percent (7%) per annum.

(b) Landlord shall have the right to terminate this Lease upon written notice to Tenant without prejudice to any claim for rents or other sums due or to become due under this Lease or damages.

(c) Landlord shall have the immediate right of re-entry and may remove all persons and property from the Theatre Property. Such property may be removed and stored at the cost of the Tenant. Should Landlord elect to re-enter as here in provided, or should Landlord take possession pursuant to legal proceedings, Landlord may either terminate this Lease or, from time to time, without terminating this Lease, relet the Theatre Property or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in the exercise of its sole discretion, deems advisable, with the right to make alterations and repairs to the Theatre Property. Upon each such reletting, (i) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the costs and expense of such reletting and of any such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of the reletting as accelerated under Subparagraph (a) of this Paragraph, exceeds the amount agreed to be paid for rent for the Theatre Property by the reletting Tenant; or (ii) at the option of Landlord, rents received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expense of such reletting and of such alterations and repairs; third, to the payment of rent unpaid hereunder; and the residue, if any, held by Landlord and applied in payment of future unaccelerated rent as the same may become due and payable hereunder.

(d) Landlord may immediately sue to recover from Tenant all damages Landlord may incur by reason of Tenant's default, including the cost of recovering the Theatre Property, and including the rent reserved and charged in this Lease for the remainder of the stated Term as accelerated under Subparagraph (a) of this Paragraph, all of which shall be immediately due and payable along with attorneys' fees and Landlord shall have no obligation to relet.

19. Late Charges and Interest for Past Due Payments All installments of rent payable to Landlord under this Lease if not paid within fifteen (15) days after they become due shall be subject to a late charge equal to five percent (5%) of the installment amount. In addition, any payment not made when due by Tenant under this Lease shall bear interest at the rate of ten percent (10%) per annum from the date of nonpayment to the date of payment.

20. Legal Expenses. In case suit shall be brought by Landlord for recovery of possession of the Theatre Property, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the

part of Tenant to be kept or performed, all expense incurred therefore (including attorneys' fees) shall be awarded to Landlord if Landlord is the party prevailing in such suit.

21. Right of Access. Tenant agrees to permit Landlord, and Landlord's agents, to inspect or examine the Theatre Property at any reasonable time in a reasonable manner, for any emergency reason and to permit Landlord to make such repairs, decorations, alterations, improvements or additions in the Theatre Property as Landlord may deem desirable or necessary or which Tenant has covenanted in this Lease to do but has failed to do, without the same being construed as an eviction of Tenant, in whole in part, by reason of loss or interruption of the business of Tenant because of the prosecution of such work, and the rent due under this Lease shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made. Tenant shall have the right to accompany Landlord on any such inspections and examinations, which shall be scheduled to suit the reasonable convenience of both parties.

Landlord shall have the right to enter upon the Theatre Property at any reasonable time during the Term for the purpose of exhibiting the Theatre Property to prospective tenants or purchasers, provided advance notice is given to Tenant, and provided such exhibitions are scheduled to suit the reasonable convenience of both parties. For a period commencing six (6) months prior to the termination of this Lease, Landlord may also place signs in, or upon the Theatre Property to indicate that the same are for rent, which signs shall not be altered, removed, obliterated or hidden by Tenant. Signs indicated the Theatre Property is for sale may be placed on the Theater Property at any time.

22. Surrender of Theatre Property. Tenant covenants and agrees to surrender possession of the Theatre Property to Landlord upon the expiration of the Term, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the Commencement Date, or as the same may have been put by Landlord or Tenant during the continuance of this Lease and any renewals, or extensions, ordinary wear and tear and damage by insured casualty and by Landlord, its agents, employees, invitees and contractors excepted. In addition, Tenant shall remove all of its property from the Theatre Property and shall repair any damage to the Theatre Property caused by such removal.

Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Theatre Property after expiration or termination of this Lease shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be in anyway responsible for such property.

23. Holding Over. In the event Tenant shall continue to occupy all or any part of the Theatre Property after the expiration of the Term with consent of Landlord, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as are contained in this Lease, except as to term; provided, however, if such holding over is without Landlords' written consent, Tenant shall pay to Landlord as rent for each month, or part of a month, that Tenant's remains in possession of the Theatre Property, one and one-half times the monthly rental rate in effect immediately prior to the date of termination.

24. Assignment and Lease. Tenant shall not assign this Lease, or Lease all or any part of the Theatre Property without the prior written consent of Landlord. The sale or transfer of a majority of the equity ownership interests in Tenant in a single transaction or as the result of a series of transactions at any time during the Term shall constitute as an assignment for purposes of this Paragraph. The Landlord's consent to any one assignment or Lease shall not constitute consent to any other assignment or Lease. In addition, no consent to any assignment or Lease is permitted by Landlord nor any course of dealing between any assignee or subtenant and Landlord (whether or not such assignment or Lease is permitted under this Paragraph) nor any assignment for which Landlord's consent is not required (if any) shall in any way release or relieve Tenant from any of its obligations under this Lease unless such release is expressly granted by Landlord in writing.

25. Subordination. This Lease is and shall be subject and subordinate to any mortgage or mortgages now in force, or which shall at any time be placed upon the Theatre Property or the Theatre Property or any party thereof, and to each and every advance made pursuant to any such mortgage. Tenant agrees that it will upon demand execute and deliver such instruments as shall be required by any mortgagee or proposed mortgagee, to confirm or to effect more fully such subordination of this Lease to the lien of any such mortgage or mortgagees, and, in the event of the Failure of Tenant to execute or deliver any such instrument or instruments of subordination. Tenant's refusal to execute or deliver such instrument shall also entitle Landlord, its successors and assigns, to elect that this Lease terminate upon the giving of a written notice as provided for in Paragraph 17(c).

26. Attornment. In the event any proceedings are brought for the foreclosure of any mortgage covering the Theatre Property, or in the event of the conveyance by deed in lieu of foreclosure, or in the event of exercise of the power of sale under any such mortgage, or in the event of the sale or transfer of the Theatre Property by Landlord, Tenant hereby attorns to the new owner and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as Landlord under this Lease.

27. Sale or Transfer by Landlord. If Landlord shall sell or transfer the Theatre Property, Landlord shall be automatically and entirely release of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations of Landlord under this Lease.

28. Estoppel Certificate. At the request of Landlord, Tenant shall within ten (10) days deliver to Landlord or to anyone designate by Landlord, a certificate stating that Commencement Date and the termination date of the Term and certifying as of the date of the certificate as to the amount of Base Rent, additional rent and other charges paid by Tenant under this Lease, whether this Lease has been modified and is in full force and effect, where Landlord is in default under this Lease and the nature of any such default, and whether Tenant has any claims against Landlord and the nature of any such claims.

29. Quiet Enjoyment. On paying the rent and on performing all of the covenants and agreements on its part to be performed under the provisions of the Lease, Tenant

shall peacefully and quietly have, hold and enjoy the Theatre Property for the Term without hindrance by Landlord, by an predecessor in interest to Landlord or anyone claiming by an interest in the Theatre Property by or through Landlord or any such predecessor in interest.

30. Benefit and Obligation. The benefits of this Lease shall accrue to, and the burdens of this Lease shall be liabilities of, the heirs, personal representatives, successors and assignees of Landlord and Tenant.

31. Notices. All notices required under any provision of this Lease shall be deemed to be properly served if delivered in writing personally, or sent by registered or certified mail to each party at their address as stated above or at such other address as each party shall designate in writing delivered to the other party. All mailed notices shall be effective upon mailing.

32. Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed as waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease, and no provision of this Lease shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of s subsequent breach of the same covenant or condition nor shall the acceptance of rent or other payment by Landlord at any time when Tenant is in default under any term, covenant or condition of this Lease constitute a waiver of such default, nor shall any waiver or indulgence granted by either party be taken as an estoppel against the party granting the indulgence of waiver.

33. Unenforceability. In the event any covenant, term, provision, obligation, agreement or condition of this Lease is held to be unenforceable, it is mutually agreed and understood, buy and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall reaming in full force and effect.

34. Captions. All headings contained in this Lease are intended to be for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

35. Governing Law. This Lease shall be governed by the laws of the State of Michigan.

36. Additional Landlord Services. In addition to the other services provided in this Lease, but subject to the provision of Paragraph 5(b) above, Landlord shall provide a common area for refuse and rubbish to be placed there by Tenant and to provide for regular removal of such rubbish. In the event Tenant required removal of refuse and rubbish from the Theatre Property in an amount greater than customary and reasonable for normal retail/commercial use during the course of rendering such service, the additional cost shall be paid by Tenant to Landlord as additional rent within ten (10) days after notice from Landlord. In no event, however, shall Landlord have any responsibility for removal or disposal of any waste products or material generated by Tenant which is regulated under any municipal, state or federal law, ordinance or regulation and all such waster products and material shall be removed and

disposed of by Tenant at its sole cost and expense and in full compliance with all such laws, ordinances and regulations.

37. Signs. Landlord shall have no obligation to provide any signs for Tenant or the Theatre Property. All signs placed on the Theatre Property by Tenant shall conform to the same style, type, size and quality of other signs in or on the Theatre Property and shall be subject to the approval of Landlord. All signs approved by Landlord shall be erected at Tenant's sole cost and expense, and in compliance with all applicable laws, ordinances, codes, and regulations. In addition, all such signs shall be removed by Tenant upon the Termination of this Lease and all damages repaired at Tenant's cost and expense.

38. Use of Pronouns. The use of pronouns in this Lease shall be deemed to include the masculine, feminine and neutral pronouns as well as both the singular and plural pronouns.

In Witness of Which, Landlord and Tenant have executed this Lease in Grand Rapids, Michigan.

Loeks Theatres, Inc.

John D. Loeks III, President

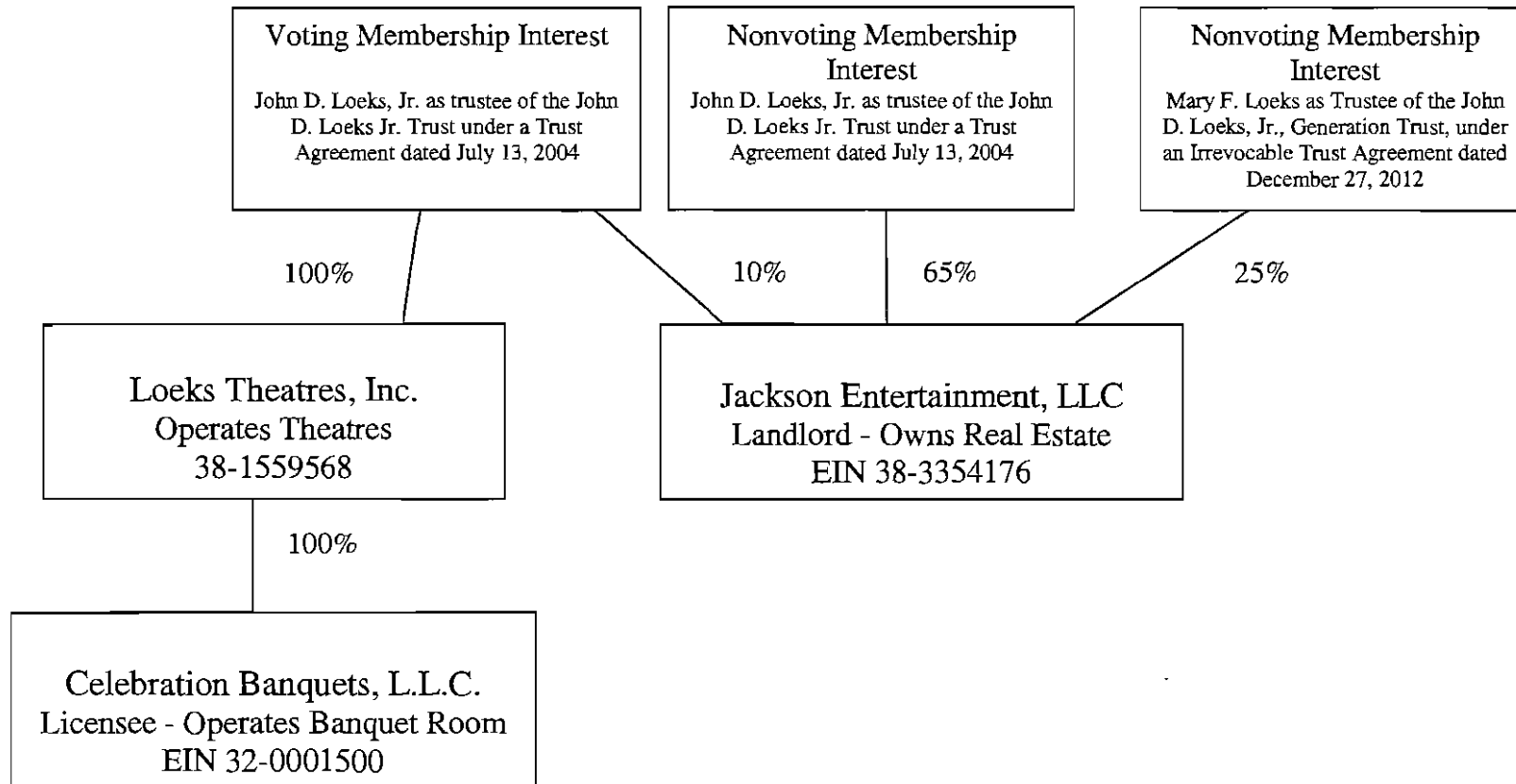
LANDLORD

Celebration Banquets, L.L.C.

John D. Loeks, Jr., Manager

TENANT

MICHIGAN LIQUOR CONTROL COMMISSION
CELEBRATION BANQUETS, L.L.C. - OWNERSHIP AS OF 4/30/14





CITY TREASURER • INCOME TAX DIVISION

G-23 City Hall
(517) 483-4121

G-29 City Hall
(517) 483-4114

FAX (517) 483-6084
124 W. Michigan Ave.
Lansing, Michigan 48933

VIRG BERNERO, MAYOR

LANSING TREASURY INFORMATION REQUEST

Business Owner / Corporate President / Company Director / Etc.

Name: John D. Loeks, Jr., Manager

Home Address: 652 Manhattan SE

Grand Rapids, Michigan 49506 Since 1993

Daytime Phone Number: _____

Social Security #: 386-44-0050

Drivers License #: L200 429 135 143

Date of Birth: 2-24-1945

Business Data

Corporate Name: Celebration Banquets, LLC

Doing Business As: _____

Address: 2121 Celebration Drive, NE

Grand Rapids, Michigan 49525

Business Phone #: (616) 447-4244

Federal Employer Identification #: 32-0001500

Contact person other than owner: Dee Dee Fuller or Vernon Shane

(616) 454-0022

(616) 447-4244

Do you, or any of these businesses, owe the City money for any reason? Yes _____ No X

If Yes, for what reason? _____

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

Studio C! meridian mall, 1999 Central Park Drive, Okemos, Michigan 48864

Signature

Date

4/11/17

Fuller Law and Counseling, P.C.

*Tania E. (Dee Dee) Fuller
751 – C Kenmoor Avenue NE
Grand Rapids, Michigan 49546
fullerd@fullerlaw.biz
(616) 454-0022
(616) 456-0022 Facsimile*

May 3, 2017

SENT VIA EMAIL ONLY

Council President Patricia Spitzley
City Clerk's Office
City of Lansing
124 West Michigan Avenue
Lansing, Michigan 48933

Re: Celebration Banquets, L.L.C. – City of Lansing Ordinance Change or
Variance

Dear Ms. Spitzley:

In addition to requesting approval of the Resort C Liquor License transfer for our Celebration! Cinema Lansing & IMAX location, we are also requesting either an Ordinance amendment or variance. Section 830.06 (h) of the City of Lansing Ordinance precludes a facility from operating a liquor license if films are shown with sexually explicit activities. Because some R rated films show sexually explicit activities, this matter will need to be addressed before we can utilize the license in Lansing.

To assist the Commission, as well as any Committee reviewing this matter, it was suggested that we supply you with examples of ordinance changes or variances we have found relating to nudity restrictions as we have obtained liquor licenses throughout the state. Candidly, this issue has not come up very often. Most cities and townships in Michigan do not have liquor license restrictions of this nature.

With this said, last year, when we obtained the license in the City of Kentwood, their ordinance included several requirements that were inconsistent with licensing a theatre. Most specifically, they wanted a full-service restaurant with a full menu. It was clear that these requirements were intended to preclude licensing businesses that involve: the selling adult entertainment items, acting strictly as bars or nightclubs, or that may show adult movies, from obtaining a liquor license. To overcome the restrictions, the City Commission and City Attorney decided to amend their ordinance to establish an exception for a Movie Theatre Complex. (Attached is a copy of the redlined version of their ordinance.) Kentwood's approach is to amend their ordinance to allow a license for the acceptable applicant as narrowly as possible. By changing the ordinance in this manner, it is unlikely that the new wording would apply to anyone other than the particular applicant.

Patricia Spitzley
May 3, 2017
Page 2

I have been involved with the acquisition and approval of all six licenses owned by Celebration, and only the City of Kentwood required an amendment or variance to their ordinance. We are presently obtaining a license for our Benton Harbor location in Benton Township, and that transfer was already approved without the need for an Ordinance change or variance.

Please let me know if there is anything else I can do to assist you in this process. Also, please share this information with the Commission and any other parties you feel are appropriate. We look forward to hearing from you and would be happy to meet with anyone regarding approving this license transfer as needed. Thank you for your help!

Very Truly Yours,

Fuller Law and Counseling, P.C.



Tania E. (Dee Dee) Fuller

TEK/

Enclosures

cc: Kenyon Shane, Celebration Banquet L.L.C.

**CITY COMMISSION
CITY OF KENTWOOD
KENT COUNTY, MICHIGAN**

Commissioner _____, supported by Commissioner _____, moved the adoption of the following ordinance:

**ORDINANCE NO. ____
AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE 2, SECTIONS 6-31 AND 6-92,
OF THE CODE OF ORDINANCES, CITY OF KENTWOOD, MICHIGAN**

THE CITY OF KENTWOOD ORDAINS:

Section 1. Amendment of Section 6-31. That Chapter 6, Article 2, Section 6-31 of the Code of Ordinances, City of Kentwood, Michigan, is amended to read in full as follows:

Sec. 6-31. - Definitions.

The following words, terms and phrases, when used in this article, shall generally have the same meaning provided in the Michigan Liquor Control Code where not in conflict with the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage includes any spirituous, vinous, malt or fermented liquor, liquid or compound, whether or not medicated, proprietary, patented and by whatever name called, containing one-half of one percent or more of alcohol by volume and which is fit for use for beverage purposes.

Alcohol service area means the portion of an establishment which is licensed to sell alcohol for consumption on the premises where persons are permitted to consume alcoholic beverages.

Applicant means any person who seeks approval from the City Commission to sell alcoholic beverages.

Conference center means a building or any portion which, in the judgment of the City Commission, is a bona fide conference center and meets the following requirements and such other requirements as the City Commission deems appropriate:

(1) The conference center is used solely pursuant to a rental agreement signed in advance by a member of the organization, institution, entity or group desiring to use the conference center or any portion thereof;

(2) More than 50 percent of the gross receipts of the conference center are derived from rents, charges, fees and sales of food and beverages, not including sales of alcoholic beverages;

(3) The conference center is rented predominantly for functions, such as meetings, conferences, lectures, seminars, live speaking engagements, weddings, receptions and banquets;

(4) If a bar or counter space is provided in the conference center for the dispensing and sale of alcoholic beverages, such bar or counter space occupies not more than ten percent of the seating capacity of the conference center;

(5) The conference center contains a business office which maintains regular and normal business hours of operation;

(6) The seating and/or table configuration in each room of the conference center is transitory;

(7) The conference center provides a minimum approved occupancy of at least 500 persons;

(8) The conference center provides a minimum approved table seating capacity of at least 300 persons;

(9) The conference center provides at least one approved occupancy area of 5,000 square feet or more; and

(10) In addition to the area required by subsection (9) of this definition, the conference center provides at least one separate approved occupancy area of 250 square feet or more.

Grocer/market means a retail establishment of which not less than a majority of its sales consist of staple foodstuffs, meats, produce and dairy products, but which is also licensed by the State of Michigan to sell beer and/or wine for consumption on the premises. A grocer/market must have: a retail/service area of at least 25,000 square feet of enclosed building area; annual sales volume in excess of \$7.5 million; at least 75 percent of the gross receipts of the business are derived from the sale of items other than alcoholic beverages; and, no more than ten percent of the establishment's gross receipts shall be for beer or wine sales for consumption on the premises.

Licensee means any person who has been granted a license to sell alcoholic beverages in the City by the state liquor control commission.

Micro brewer means a brewer that is licensed by the state liquor control commission to manufacture and sell to licensed wholesalers beer that is produced by it, and that produces in total less than 30,000 barrels of beer per year, inclusive of all brands and labels of the brewer, whether brewed in the State of Michigan or not.

Motel and hotel mean buildings which, in the judgment of the City Commission, are to be regularly used and kept open as such in a bona fide manner for the feeding and lodging of guests, where all who conduct themselves properly and are able and ready to pay for such services are received, if there be any accommodations for them.

Movie Theater Complex means a motion-picture theater complex comprised of not less than six (6) screens, total seating for not less than 800 patrons and a minimum of 40,000 square feet of space.

Premises includes all of the areas used in carrying out the primary normal functions of the business of the licensee, except such areas as are specifically excluded in other provisions of this article.

Restaurants means either of the following:

(1) *Full menu restaurant* means a sit down establishment that prepares food on the premises and serves meals selected by the patron from a menu which includes choices of appetizer, salad, entree (featuring a variety of meat, poultry, vegetarian or fish dishes) vegetable, bread, dessert and beverage; all meals and beverages are served by wait staff; and its food service is available to the public not less than ten hours per day/five days per week.

(2) *Limited menu restaurant* means a sit down establishment serving short order type foods from a menu, such as pizzas, chicken, hamburgers or tacos. Foods must be available and prepared on site. A limited menu restaurant shall make its food service available to the public at all times that alcoholic beverages are available for purchase.

Sale includes the exchange, barter, traffic or furnishing of any alcoholic beverage.

Small distiller means any establishment licensed to manufacture and sell spirits or alcohol, or both, of any kind, meeting the State of Michigan's definition of a small distiller.

Small wine maker means a wine maker that is licensed by the state to manufacture or bottle not more than 50,000 gallons of wine in one calendar year and sell it to: licensed wholesalers; licensed

retailers; to consumers for off premises consumption; and to consumers for on-premises consumption if operating a restaurant at the manufacturing premises.

Spirits means any beverage which contains alcohol obtained by distillation, mixed with potable water and other substances in solution, and includes, among other things, wine containing an alcoholic content of over 16 percent by volume.

Section 2. Amendment of Section 6-92. That Chapter 6, Article 2, Section 6-92 of the Code of Ordinances, City of Kentwood, Michigan, is amended to read in full as follows:

Sec. 6-92. Seating, Food and Operational Matters.

(a) All hotels and/or motels selling alcohol beverages for consumption on the premises under a "Class A" or "Class B" license must have 25 or more guest rooms and a restaurant with existing dining table seating for not less than 75 persons. If a counter or bar space is provided for dispensing and selling alcoholic beverages, such counter or bar space shall be limited in size so that it does not comprise more than 20 percent of the total seating availability of the entire dining room.

(b) All establishments which are not a part of a hotel, motel, or conference center and which are licensed to sell alcoholic beverages for consumption on the premises must have a full menu restaurant with existing dining table seating for not less than 100 persons. If a counter or bar space is provided for dispensing and selling alcoholic beverages, such counter or bar space shall be limited in size so that it does not comprise more than 20 percent of the total seating availability of the entire dining room. This subsection does not apply to establishments selling beer for consumption on the premises under a microbrewery license, wine for consumption on the premises under a small winemaker license, spirits for consumption on the premises under a small distiller license, a grocer/market establishment selling beer and/or wine for consumption on the premises under a tavern license, or a movie theater complex selling alcoholic beverages for consumption on the premises under a tavern or other license, which establishments are regulated in accordance with subsections (c), (d), (e), (f) and (g) herein.

(c) Any establishment selling beer for consumption on the premises under a "microbrewery" license shall have a restaurant as defined herein and/or taproom on the premises. If the micro brewer has a full menu restaurant on the premises, the micro brewer shall be subject to the restrictions set forth in subsection (b). If the micro brewer has a taproom it must also have a limited menu restaurant and the total building capacity shall not exceed 50 seats. If a counter or bar space is provided for dispensing and selling alcoholic beverages, such counter or bar space shall be limited in size so that it does not comprise more than 20 percent of the total seating availability.

(d) Any establishment selling wine for consumption on the premises under a "small wine maker" license must have a full menu or limited menu restaurant. If the small wine maker has a full menu restaurant on the premises, the small wine maker shall be subject to the restrictions set forth in subsection (b). If the small wine maker has a limited menu restaurant on the premises the total building capacity shall not exceed 50 seats. If a counter or bar space is provided for

Deleted: -

Deleted: capacity

Deleted: "

Deleted: "

Deleted: "

Deleted: "

Deleted: "

Deleted: "

Deleted: or

Deleted: "tavern"

Deleted: and

dispensing and selling alcoholic beverages, such counter or bar space shall be limited in size so that it does not comprise more than 20 percent of the total seating availability.

(c) Any grocer/market establishment selling beer and wine for consumption on the premises under a "tavern" license must have a full menu or limited menu restaurant. If the grocer/market has a full menu restaurant on the premises, the grocer/market shall be subject to the restrictions set forth in subsection (b). If the grocer/market has a limited menu restaurant on the premises the total alcohol service area shall not exceed 50 seats in total. If a counter or bar space is provided for dispensing and selling alcoholic beverages, such counter or bar space shall be limited in size so that it does not comprise more than five percent of the total seating availability of the alcohol service area.

(f) Any distiller establishment selling spirits for consumption on the premises under a "small distiller" license must have a full menu or limited menu restaurant. If the small distiller has a full menu restaurant on the premises, the small distiller shall be subject to the restrictions set forth in subsection (b). If the small distiller has a limited menu restaurant on the premises the total building capacity shall not exceed 50 seats. If a counter or bar space is provided for dispensing and selling alcoholic beverages, such counter or bar space shall be limited in size so that it does not comprise more than 20 percent of the total seating availability.

~~(g) Any movie theater complex selling alcoholic beverages for consumption on the premises under a tavern or other license must have a full menu or limited menu restaurant. If the movie theater complex has a full menu restaurant on the premises it shall be subject to the restrictions set forth in subsection (b). If the movie theater complex has a limited menu restaurant on the premises no tables or table service is required. The licensee must utilize distinct and identifiable cups or other containers to distinguish between non-alcoholic and alcoholic beverages. The sale of alcoholic beverages for consumption on the premises may not comprise more than 10% of the movie theater complex's gross sales.~~

~~(h) Any person violating the provisions of this section shall be guilty of a misdemeanor, punishable by up to 90 days in jail and/or a fine up to \$500.00.~~

Deleted: (g)

Section 3. Effective Date. This Ordinance shall be published as required by law and shall become effective 10 days following its publication.

YEAS: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. ____ ADOPTED.

Stephen C.N. Kepky, Mayor

CHAPTER 830. - LIQUOR LICENSES^[12]*Footnotes:*

--- (12) ---

Cross reference— Intoxicating liquors generally - see M.C.L.A. Secs. 436.1 et seq.; Sales on Sundays and municipal election days - see M.C.L.A. Sec. 436.19e; General Municipal authority re licenses - see CHTR. Art. VIII, Ch. 1; Transporting or possessing alcoholic beverages in motor vehicles - see TRAF. 5.16b; Consumption of alcoholic beverages on highways or on property open to public - see TRAF. 5.16c; Operating snowmobiles under influence of alcoholic beverages - see TRAF. 10.34; Alcoholic beverages generally - see GEN. OFF. Ch. 608; Public Intoxication - see GEN. OFF. 664.05; Cabarets - see B.R. & T. Ch. 808.

830.01. - Purpose.

- (a) The purpose of this chapter is to establish standards and procedures for the review of applications, transfers, renewals and revocation of State liquor licenses by Council, other than those special licenses provided for in subsection (b) hereof.
- (b) This chapter shall not be deemed applicable to those special licenses granted by the State Liquor Control Commission, other than those special licenses granted for events held in local armories.

(Ord. No. 680, 6-25-84)

830.02. - Definitions.

As used in this chapter:

Alcoholic liquor includes any spirituous, vinous, malt or fermented liquor, liquid or compound, whether or not medicated, proprietary or patented, and by whatever names called, containing one-half of one percent or more of alcohol by volume, which is fit for use for beverage purposes.

Beer means any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, hops and/or other cereal in potable water.

Cabaret means any space, structure, building or other place, enclosed or unenclosed, wherein food or beer, whiskey, wine or other spirituous liquors are served for consumption on the premises, including restaurants, wherein patrons are provided with entertainment or space for dancing.

Residential neighborhood means any locality where 30 percent of the buildings within a radius of 400 feet from a proposed site are used exclusively for residential purposes.

Spirits means any beverage containing alcohol obtained by distillation, mixed with potable water and other substances in solution, and includes, among other things, wine with an alcoholic content of over 16 percent by volume.

Wine means the product made by the normal alcoholic fermentation of the juice of sound, ripe grapes or any other fruit with the usual cellar treatment, containing not more than 16 percent alcohol by volume. The term "wine" includes fermented fruit juices other than that of grapes.

(1958 Code, § 4-1)

830.03. - Council approval required; conditions.

- (a) No person shall sell beer, wine or spirits for consumption on the premises, and no person shall transfer the location of an existing liquor license to another location within the City, without having first obtained the approval of Council to do so. Council may authorize the transfer of a license upon the payment of a transfer fee established by resolution of Council.
- (b) No license for selling alcoholic liquor shall be approved by Council, unless the following conditions are met:
 - (1) Upon premises located in a residentially zoned neighborhood where beer, wine or spirits are sold for consumption on the premises, there shall be filed with the City Clerk the written consent of 60 percent of occupants and/or property owners, according to total frontage, and 60 percent of property owners, according to total square footage, on any public street within a radius of 300 feet of the site of the proposed place of business.
 - (2) The premises for which application is made are not within 500 feet of any church, other place of worship or school, as measured from main entranceway to main entranceway.

(Ord. No. 533, 5-7-79; Ord. No. 680, 6-25-84)

830.04. - Sales limited to licensed location.

No person holding a license for the sale of alcoholic liquor shall engage in such business in a location other than that for which the license was approved, without first obtaining the consent of Council to do so.

(1958 Code, § 4-5)

830.05. - Application for license or transfer; review; investigation.

- (a) Any person who applies to the State Liquor Control Commission for a new State liquor license, other than a special license as described in Section 830.01(b), or transfer of an already existing liquor license for the sale of beer, wine or spirits within the City, shall file with the City Clerk a form signed by the applicant (if an individual) or by a duly authorized agent thereof (if a partnership or corporation), verified by oath or affidavit, containing the following statements and information:
 - (1) The name, age and address of the applicant, in the case of an individual, or, in the case of a copartnership, the names, addresses and ages of the persons entitled to share in the profits thereof, or, in the case of a corporation, the objects for which the corporation is organized, the

names, addresses and ages of the officers and directors and, if a majority interest in the stock of such corporation is owned by one person or his or her nominee, the name, address and age of such person;

- (2) The date and place of birth of the applicant, if an individual;
- (3) The character of business the applicant intends to operate;
- (4) The length of time such applicant has been in business of that character, or in the case of a corporation, the date when its charter was issued;
- (5) The location and description of the premises of the place of business to be operated under such license;
- (6) A statement of whether or not the applicant has ever made application for a similar or other license on premises other than those described in this application, and the disposition of any such earlier application;
- (7) A statement that the applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any item contained in this chapter or the laws of the State;
- (8) A statement that the applicant will not violate any State or Federal laws or any ordinance of the City in the conduct of his or her business;
- (9) A statement that the applicant, or his or her agent, does not owe any personal property taxes; and
- (10) Building plans, unless already on file with the City, and plat plans showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. Such plans shall demonstrate adequate off-street parking, lighting and refuse disposal facilities and, where appropriate, adequate plans for screening and noise control, as provided in the Zoning, Building and Housing, and Fire Prevention Codes.

All such forms shall be promptly forwarded by the City Clerk to the Department of Planning and Municipal Development, the Police Department, the Fire Department, the City Treasurer and the County Health Department, for their written review prior to Council review.

- (b) The City, through the Police Department, the Fire Department and any other department deemed necessary, shall review all sites and locations which are licensed by the State Liquor Control Commission for the sale of beer, wine or spirits within the City, on an annual basis, but under no circumstances later than 30 days prior to the time set for the renewal of the applicable license, and shall forward to Council and the Mayor a written recommendation concerning any violation of any of the ordinances of the City or laws of the State.
- (c) At any time, the City, through its Department of Planning and Municipal Development, the Police Department, the Fire Department or any other department deemed necessary, may investigate complaints regarding activities, conduct or conditions existing on any premises licensed by the State

Liquor Control Commission for the sale of beer, wine or spirits, whether for consumption on the premises or not, and may forward to Council and the Mayor written recommendations concerning the possible revocation of any State liquor license.

(Ord. No. 680, 6-25-84)

830.06. - Criteria for revocation or objection to transfer, issuance or renewal.

Upon determination of the existence of any one or more of the following elements or grounds, the City may recommend revocation of an already existing license or object to the transfer, issuance or renewal of a license:

- (a) A person whose license, under this chapter or any State law, has been revoked for cause in the three years preceding the date of application for a new license or transfer of an existing license;
- (b) A person who, at the time of application or renewal of any license already issued under this chapter, would not be eligible for such license upon a first application, as determined by any State or local law;
- (c) A copartnership, unless all of the members of such copartnership qualify to obtain a license. A limited partnership shall not be disqualified from being issued or holding a license, as long as all general partners are qualified to obtain such a license.
- (d) A corporation if any officer, manager or director thereof, or a stock owner or stockholders owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license under this chapter for any reason;
- (e) A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance, where such violation occurred on the licensed premises;
- (f) Any premises where there exists a violation of any applicable City building, electrical, mechanical, plumbing or fire code or any City zoning law, or of any applicable public health law or regulation, any State Liquor Control Commission rule or regulation or any other applicable City ordinance or State law;
- (g) Any premises where the applicant or licensee suffers or allows or intends to allow in or upon the premises a person who exposes to public view any pubic region, anus or genitals, as well as other types of nudity prohibited by statute or local ordinance. No on-premises licensee shall suffer or allow in or upon the licensed premises the showing of films, television slides or other electronic reproduction depicting scenes wherein any person exposes to public view any pubic region, anus or genitals, as well as other types of nudity prohibited by statute or local ordinance. This prohibition does not apply to any publicly broadcast television transmission from a Federally licensed station.
- (h) Any premises where the applicant or licensee suffers or allows or intends to allow in or upon the premises a person who performs, or simulates performance of, the following explicit sexual

activities: sexual intercourse, masturbation, sodomy, bestiality, fellatio or cunnilingus. No on-premises licensee shall suffer or allow in or upon the licensed premises the showing of films, television slides or other electronic reproduction depicting scenes wherein a person performs, or simulates performance of, the following explicit sexual activities: sexual intercourse, masturbation, sodomy, bestiality, fellatio or cunnilingus. This prohibition shall not apply to any publicly broadcast television transmission from a Federally licensed station.

- (i) Any premises where it is determined by Council that the premises do not, or will not reasonably soon after the commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, screening and noise control, or where a nuisance does or will exist as determined by applicable City ordinances;
- (j) If Council determines that the proposed location is inappropriate, considering the desirability of establishing a location in developed, commercial areas in preference to isolated, undeveloped areas; traffic safety; accessibility to the site from abutting roads; capability of abutting roads to accommodate such commercial activity; distance from public or private schools for minors; proximity of an inconsistent zoning classification; and accessibility from primary roads or State highways;
- (k) If the applicant or licensee owes personal property taxes; or
- (l) If the applicant or licensee has filed an application containing false information with the City Clerk.

(Ord. No. 680, 6-25-84)

830.07. - Hearings.

- (a) Before filing an objection to the issuance or renewal of a liquor license or requesting the revocation of an already existing license, with the State Liquor Control Commission, Council or its designated hearing officer shall hold a hearing on the matter and serve the license holder, and any other person known to have a legal interest in such license, by first-class mail, posted not less than ten days prior to such hearing, with notice of the hearing, which notice shall contain the following:
 - (1) A notice of the proposed action;
 - (2) Reasons for the proposed action;
 - (3) The date, time and place of the hearing; and
 - (4) A statement that the licensee may present evidence and testimony and confront witnesses.
- (b) The hearing shall be attended by a court reporter, in order that a transcript may be available for review by all parties. If a designated hearing officer conducts the hearing, such officer shall forward to Council any proposed finding of fact and a proposed conclusion, along with a transcript of the

proceedings. Council may affirm, modify or disaffirm the hearing officer's proposed finding of fact and conclusions, or conduct a new hearing. Council's decision shall be final, and a written statement of its findings and conclusions shall be submitted to the license holder and the Liquor Control Commission.

(c) Council may recommend nonrenewal or revocation of a license, upon a determination by it that, based upon a preponderance of the evidence presented at hearing, either of the following exists:

- (1) A violation of any of the restrictions on licenses set forth in Section 830.06; or
- (2) Maintenance of a nuisance upon the premises.

(Ord. No. 680, 6-25-84)

830.99. - Penalty.

Editor's note— See Section 202.99 for general Code penalty if no specific penalty is provided.

RESOLUTION #2017-012

BY COUNCIL MEMBER WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, by Motion of Council Member Carol Wood to revise the City Council Rules (the Rules) last amended December 8, 2014; and

WHEREAS, pursuant to Rule 41 of the current Rules, the proposed revisions shall be placed on the Council Agenda for Council receipt and review, but "shall not be considered for adoption sooner than the next council meeting"; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby adopts the City Council Rule amendment to Rule 4, which is fully set forth below.

BE IT FURTHER RESOLVED, that the City Council Rules containing this amendment to Rule 4 shall be kept on file in the Office of the City Clerk, and the City Clerk shall make copies thereof available to City Council, the Administration, and the public.

LANSING CITY COUNCIL RULES

(Amendment introduced on January 23, 2017 and adopted January 30, 2017)

Rule 4. Appointment of Committee Members; Creation of Ad-Hoc Committees. The President shall appoint all Council Members to the standing committees, any Council Ad-Hoc Advisory Committee and to any outside agency (see Section 3-102.6 of the City Charter). The President shall appoint the Chairperson and Vice-Chairperson of each standing committee and any ad-hoc advisory committee. Each standing committee of Council shall consist of three NOT MORE THAN FOUR Council Members. SHOULD ANY SUCH STANDING COMMITTEE ISSUE RESULT IN A TIE VOTE, SAID ISSUE SHALL AUTOMATICALLY BE REFERRED TO THE COMMITTEE OF THE WHOLE, AND THE STANDING COMMITTEE SHALL BE DISCHARGED OF THAT ISSUE. The President may, at his or her discretion, create or discharge any ad-hoc advisory committees.

Chris Swope

01/30/2017

SIGNED BY
CHRIS SWOPE
LANSING CITY CLERK

RESOLUTION #2014-316

**BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Committee General Services (the “Committee”) met to consider revision to the City Council Rules (the Rules), last amended August 31, 2009; and

WHEREAS, on November 24, 2014, the Committee finalized its review of proposed revision to the Rules, specifically Rule No. 5, intended to provide clarification regarding direction of staff operations when there is no Council President; and

WHEREAS, pursuant to Rule 16 of the current Rules, the Committee “reviews and prepares amendments or revisions to Council Rules”; and

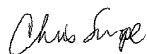
WHEREAS, the Committee has recommended proposed revisions to the City Council; and

WHEREAS, pursuant to Rule 41 of the current Rules, the proposed revisions shall be placed on the Agenda for Council receipt and review, but “shall not be considered for adoption sooner than the next Council meeting”; and

WHEREAS, the Committee’s recommended revisions were placed on the Council Agenda for receipt at the November 24, 2014 Council meeting and considered for adoption at the December 8, 2014 Council meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby adopts the City Council Rules as amended, which are fully set forth below.

BE IT FURTHER RESOLVED, that the City Council Rules, as amended pursuant to this Resolution, shall be kept on file in the Office of the City Clerk, and the City Clerk shall make copies thereof available to City Council, the Administration, and the public.



12/8/2014
8:33:37 PM

SIGNED BY
CHRIS SWOPE
LANSING CITY CLERK

RESOLUTION #2014-316

LANSING CITY COUNCIL RULES (As amended on December 8, 2014)

Rule 1. Sessions of Council. Regular meetings of Council, unless otherwise set forth by resolution of City Council, shall be held on Monday evenings of each week at a time, place and date to be set by resolution of Council. Special meetings may be called as provided in Section 3-202 of the City Charter.

Rule 2. Quorum; Attendance; Call of Council. Five members of Council shall constitute a quorum for the transaction of business, but a lesser number may compel the attendance of absentees or adjourn any meeting or hearing until a later date.

No Council member shall absent himself or herself from the Council meeting without first having obtained leave from the Presiding Officer. The Presiding Officer may revoke leaves of absence at any time.

A call of Council may be ordered by the majority of Council Members present, whether a quorum or not, and in pursuance thereof, the Chief of Police, or any other person duly authorized by a majority of the Council Members present and voting, may be dispatched for, and take into custody and bring before Council any Council Members absent without leave.

THE PRESIDENT—POWERS AND DUTIES

Rule 3. Presiding at Sessions. The President of Council shall preside over all sessions of Council, or, in his or her absence, the Vice President shall preside. If both the President and Vice President are temporarily absent, then the most recent past President shall preside as Acting President.

Rule 4. Appointment of Committee Members; Creation of Ad-Hoc Committees. The President shall appoint all Council Members to the standing committees, any Council Ad-Hoc Advisory Committee and to any outside agency (see Section 3-102.6 of the City Charter). The President shall appoint the Chairperson and Vice-Chairperson of each standing committee and any ad-hoc advisory committee. Each standing committee of City Council shall consist of three Council Members. The President may, at his or her discretion, create or discharge any ad-hoc advisory committees.

Rule 5. Staff Operations. The President of Council shall be responsible for Council staff operations. The President may, at any time, delegate in writing the responsibility for Council staff operations to the Vice President. IN THE EVENT THERE IS NO PRESIDENT, THE MOST RECENT PAST PRESIDENT OF COUNCIL SERVING SHALL BE RESPONSIBLE FOR STAFF OPERATIONS. IN THE EVENT

RESOLUTION #2014-316

THERE IS NO PRESIDENT OR PAST PRESIDENT OF COUNCIL SERVING, THEN COUNCIL IS RESPONSIBLE FOR STAFF OPERATIONS.

THE CLERK'S DUTIES

Rule 6. Calling the Roll and Noting Absentees. The Clerk, or his or her Deputy Clerk, shall call the roll at the opening of each meeting of Council and announce whether or not a quorum is present. He or she shall announce the names of the Council Members absent and enter the names of all absentees upon the record of proceedings.

Rule 7. Notice by the Clerk. The Clerk shall give notice, in writing, to committees, members of Council and City Officers concerning the agenda items which have been referred to them by City Council.

Rule 8. Preparation of Agenda. The Clerk's office shall prepare and provide copies of packets to Council and the Mayor of an agenda of business to be considered at each regularly scheduled Council meeting and any special meetings of City Council. No item of business shall be placed on the agenda for a regular meeting of Council unless the original document, annotated with such approvals as may be required, has been presented for filing in the office of the Clerk by 4:00 p.m. on the Thursday immediately preceding the day of the Council meeting. The agenda for each such meeting shall be posted in the lobby of City Hall and Council Chambers not later than eighteen hours prior to the time of each such meeting, and at such other places as Council may deem appropriate.

Rule 9. Items Upon Agenda; Designated Items for Action. Any item of business not placed upon the Council agenda in accordance with the terms of Section 3-103.2 of the City Charter and the provisions of these Rules shall not be considered at any meeting of Council, unless this Rule is suspended by the affirmative vote of six members of Council. Individual Council Members or committees may sponsor resolutions or ordinances (except initiatives and referendums presented by the citizenry) and place them on the Council agenda.

Resolutions may be sponsored by the Committee of the Whole if placed on the Council agenda by the President, or, in the President's absence, the Vice President, or by any four Council Members when their names are typed at the top of each resolution so sponsored. Committee reports may be sponsored and placed on the Council agenda by Committee Chairpersons or by any two members of the appropriate committees. Any committee report can be removed from the Council agenda at the Committee Chairperson's discretion. City Council staff shall inform the Clerk's office of those items upon which action is to occur at the Council meeting. The Clerk's office shall be responsible for designating those items which are on the Council agenda for action.

RESOLUTION #2014-316

Rule 10. Consent Agenda. In preparing the agenda, the Clerk's office shall place all Legislative Matters, except for those requiring more than five votes or a roll call vote, on the Consent Agenda.

All Legislative Matters on the Consent Agenda may be acted upon in one vote; provided, however, that any Council member may identify specific items that are not to be included in the single Consent Agenda vote, but which are to be discussed and voted upon separately. These items shall be removed from the Consent Agenda. Items removed from the Consent Agenda are to be considered as part of the regular portion of the meeting to which they relate.

SERGEANT-AT-ARMS

Rule 11. Powers and Duties. A police officer shall be present at all meetings of Council. The police officer shall be under the direction of the Presiding Officer, shall serve as security and as Sergeant-at-Arms of Council and shall have general charge and supervision of the Council Chambers, Council member offices, committee rooms, Council staff offices and work areas and all connecting hallways and passages.

COUNCIL MEMBERS

Rule 12. Speaking. When a Council member desires to speak, he or she shall first address the Chair. Debate shall be governed by Mason's Manual of Legislative Procedure, except where superseded by these Rules. When the Presiding Officer desires to speak on any agenda item identified as an action item, he or she shall turn over the Chair to the Vice Chair.

Rule 13. Compulsory Vote; Conflict of Interest. Each member of the Council shall vote on each question before the Council for a determination, unless excused therefrom by the affirmative vote of two-thirds of the members serving, except that no member shall vote on any question upon which that member has a conflict of interest or a financial interest other than as a citizen of the City. If a conflict of interest question is raised under this section at any Council meeting, such question shall be determined by a majority those Council Members present and qualified to vote before the main question shall be voted on, but the Council member affected shall not vote on such determination.

Rule 14. Important Items; Vote Requested. Any matter of business requiring the vote of more than five members of Council, which is defeated at a meeting at which all members of Council are not present, may be reconsidered at either of the first two meetings thereafter.

ORDER OF BUSINESS

RESOLUTION #2014-316

Rule 15. Generally. The order of business of the City Council shall be on a printed agenda prepared by the City Clerk. The order of business for Council meetings shall be as follows:

- 1. Roll Call;**
 - 2. Meditation and Pledge of Allegiance;**
 - 3. Reading and approval of printed Council Proceedings;**
 - 4. Consideration of Late Items (Late items are to be considered as part of the regular portion of the meeting to which they relate);**
 - 5. Tabled Items, if any (Tabled items are to be considered as part of the regular portion of the meeting to which they relate);**
 - 6. Special Ceremonies;**
 - 7. Comments by Council Members and City Clerk;**
 - 8. Community Event Announcements (Time, Place, Purpose, or Definition of Event—one minute);**
 - 9. Speaker registration for public comment on Legislative Matters;**
- The Clerk or his or her designee will announce that the public comment registration form(s) for those intending to address Council on legislative matters will be collected;**
- 10. Mayor's Comments;**
 - 11. Show Cause Hearings;**

Only persons who have received notice from the City as an interested party, or the interested party's agent with written permission, may speak on the agenda item which is the subject of a show cause hearing, for up to a total of three minutes.

- 12. Public Comment on Legislative Matters;**

Comment on legislative matters consists of the following items as listed on the agenda: Public Hearings (other than show cause hearings), Consent Agenda Items, Resolutions, Ordinances for Introduction, and Ordinances for Passage.

RESOLUTION #2014-316

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on legislative matters. The Presiding Officer may reduce the amount of time allowed for each speaker if he or she determined that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.

13. Council Consideration of Legislative Matters;

Council will consider its agenda and legislative matters in the following order:

- a) Referral of Public Hearings;**
- b) Consent Agenda;**
- c) Resolutions for Action;**
- d) Reports from Council Committees;**
- e) Ordinances for Introduction and Setting of Public Hearings;**
- f) Ordinances for Passage.**

14. Speaker Registration for Public Comment on City Government Related Matters;

The Clerk or his or her designee will announce that the public comment registration form(s) for those intending to address council on City Government Related Matters will be collected;

15. Reports from City Officers or Boards and Commissions, Communications, Petitions, and other City Government Related Matters.

16. Motion of Excused Absence;

17. Remarks by Council Members;

18. Remarks by the Mayor or Executive Assistant;

19. Public Comment on City Government Related Matters;

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A City Government Related Matter is an issue or topic relevant to the operation or governance of the City. The Presiding

RESOLUTION #2014-316

Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.

20. Adjournment.

Rule 16. Standing Committees. The standing committees of Council and their functions are as follows:

Development and Planning. Reviews economic development matters, E.D.C. projects and the five-year plan covering development goals, policies, services and overall direction; reviews all matters having to do with land use, including zoning, plats and historical designations; reviews proposed modifications to the Master Plan; reviews acquisition and disposition of public property; and reviews changes to C.D.B.G. programming.

General Services. Reviews licensing and regulation matters, personnel matters and human services; reviews matters pertaining to the arts, cultural and community-wide activities, special events and leisure time programs; has general oversight of City government operations (except those more specifically covered by another standing committee); reviews and prepares amendments or revisions to Council Rules; and develops policies that would turn over routine matters to the Administration wherever possible.

Intergovernmental Relations. Represents Council in outreach efforts to improve working relationship with other political entities, with regional agencies and, internally, with such bodies as the Board of Water and Light, the Housing Commission, and the Entertainment and Public Facilities Authority. Its primary charge is to lead in the exploration of intergovernmental cooperation, toward provision of needed services in the best manner by the most appropriate jurisdiction with the least duplication of effort, to include specific emphasis on achieving a regional approach to various issues.

Public Safety. Reviews service levels and issues related to public safety, including police, fire, ambulance, emergency services, traffic environment and the building inspection program.

Public Services. Reviews all matters pertaining to wastewater treatment, sewer and street needs, long range infrastructure and parks and recreation needs and development and the Municipal parking system, including parking enforcement and policies.

RESOLUTION #2014-316

Ways and Means. Reviews all proposed modifications to the City's annual Budget and program audits prepared by the Internal Auditor, the City's short-range and long-range financial condition, workforce needs for City operations and financial impact statements developed on proposed actions; and reviews and develops policy recommendations on City financial and budget matters.

Council Personnel. This Committee shall be comprised of four members and shall include the President, the Vice President, one at-large Councilperson, and one ward Councilperson. The Vice President shall serve as Chair of the Committee.

The Committee on Council Personnel shall consider, study and recommend with respect to the following Council staff matters: Recruitment; selection; discipline; performance evaluations; job descriptions; policy and procedure manual development; any other personnel matter referred to it by the Council.

Except as may otherwise be provided herein, the President shall appoint a Chairperson and Vice Chairperson of each standing committee. In the temporary absence of the Chairperson, the Vice Chairperson shall act as Chairperson. The standing committees' functions shall be reviewed by the Council President and shall be adopted by resolution of Council during January of each year.

Rule 17. Duties of Committees; Quorum; Discharge of Committees. All committees appointed by Council shall thoroughly investigate such matters as are referred to them and report their findings in a timely manner.

All committees appointed by Council, other than standing committees, shall have a fixed term of life and shall expire at such times unless extended by a majority vote of Council.

A quorum of a committee shall be a majority of the committee members serving.

A committee shall be discharged of any matter referred to it by an affirmative vote of two-thirds of the Council Members at the Committee of the Whole or City Council meeting.

No Council Committee, Ad-Hoc or Standing, shall meet during a session of Council unless prior permission has been granted by Council. Any Council Committee, Ad-Hoc, Standing or Committee of the Whole, shall follow these Rules and Mason's Manual of Legislative Procedure whenever applicable. Every Committee, Standing or Ad-Hoc, shall provide an opportunity for the public to speak on items designated for action by the Committee. The Chairperson of each Committee, Standing or Ad-Hoc, shall be responsible for setting and enforcing the rules governing public comment at his or her Committee.

RESOLUTION #2014-316

Rule 18. Rules of Decorum for Meetings. The Presiding Officer shall conduct Council meetings in an orderly manner. Members of Council and others in attendance shall obey directions of the Presiding Officer. Citizens and others attending Council meetings may address Council as specified in this Rule and Rule 14. Speakers will be requested to print their name, address, and the topic to be addressed on the appropriate registration form (Legislative or City Government Related Matters). The forms will be used to call speakers to the podium, allow Council Members to determine if the speaker is from his or her Ward, and to assist in the accuracy of recording Council Proceedings.

Council meetings are business meetings. Their purpose is to conduct the City's business. Public speaking at the Council meeting is to provide citizens the opportunity to be heard, express their views, and inform the Council and the Administration. In no case is the opportunity of a citizen to speak to be in the nature of a debate and neither the Council nor the Administration is under any obligation to respond specifically to any speaker. All remarks shall be addressed to the Council, the Mayor, and Administration representatives through the Presiding Officer. Individual Council Members, the Mayor, or representatives of the Administration present shall address the Presiding Officer for permission to inquire of speakers or members of the audience whenever he or she deems that such an inquiry may be helpful to City business.

No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting. Speakers shall adhere to the time limits established by these Rules and the Presiding Officer. Extension of a speaker's time limit is permissible at the discretion of the Presiding Officer; or on a motion of a Council member, by affirmative vote of two-thirds of the Council Members serving.

No person in the audience at a Council meeting shall engage in speech or conduct which disturbs, disrupts, delays, interferes with or otherwise impedes the orderly conduct of the Council meeting, including, but not limited to whistling, stomping, clapping other than during special ceremonies, interrupting a speaker, or heckling.

The Presiding Officer may rule any member of the public who is a speaker, meeting attendee, or audience member out of order for failing to follow Council's Rules or the Presiding Officer's directions, and may take whatever action is necessary to restore order to the meeting.

ADOPTION OF ORDINANCES

Rule 19. Introduction; Consideration. Ordinances may be introduced by Council Members at any regular meeting of Council in the regular order of business. All

RESOLUTION #2014-316

ordinances must be in writing and shall be approved as to form and section numbers by the City Attorney.

The regular order for consideration of ordinance proposals shall be:

- 1) Introduction, first reading by title;**
- 2) Referral to the appropriate committee;**
- 3) Public hearing on the ordinance scheduled by Council, which hearing shall be scheduled to be held not sooner than five days after notice of the hearing is posted on City bulletin boards; and**
- 4) Second reading by title and passage.**

These four steps shall take place in not less than two regular meetings of Council. This Rule shall not be suspended except by the affirmative vote of six Council Members.

Rule 20. Manner of Introduction; Form. In each ordinance amending an existing ordinance, changes or new matter shall be placed in capital type, and matter which has been omitted shall be indicated by printing in stricken through type. Every ordinance shall have endorsed thereon the name of the Council member introducing it. In the drafting of proposed ordinances, the lines on each page shall be numbered consecutively. The City Clerk's office shall meet reasonable requests for copies. They shall not be printed in Official Proceedings of the City Council of the City of Lansing until they are finally enacted.

Rule 21. First Reading, Referral and Report. All ordinances, on introduction, shall be read by title and shall be referred to the appropriate committee.

Rule 22. Readings. Every ordinance shall receive two readings by title previous to its being passed, and no ordinance shall be amended or committed until it has been read by title once.

Rule 23. Amendment at Final Reading. A vote of five Council Members is required to adopt any amendment at the second reading of any ordinance recommended for passage.

Rule 24. Commitment Before Final Passage. It shall be in order at any time before the final passage of any ordinance to move its commitment or recommitment.

Rule 25. Final Vote; Publication. On final passage of all ordinances, the vote shall be taken by yeas and nays and entered upon the record of proceedings. No ordinance shall be declared passed unless five or more Council Members have

RESOLUTION #2014-316

voted therefor. Upon passage, all ordinances shall be published in a newspaper of general circulation within the City with notice of their passage.

COMMITTEE OF THE WHOLE

Rule 26. Chairperson of Committee. When Council resolves itself into a Committee of the Whole, the President shall preside, except that in his or her absence, the Vice President shall preside. In the absence of both the President and the Vice President, the most recent past President of Council shall preside.

Rule 27. Rules in Committee. The Rules of Council shall be observed in the Committee of the Whole except for limiting debate and moving to vote immediately. A motion that the Committee rise shall always be in order and shall be decided without debate. Motions recommending action by Council shall take precedence in the same order as analogous motions in Council. A motion to reconsider shall be in order in the Committee of the Whole.

MOTIONS AND RESOLUTIONS

Rule 28. Statement; Reduction to Writing; Withdrawal. No motion or resolution shall be adopted until stated by the Chair. A motion shall be reduced to writing if required by any Council member, and, when presented in writing, shall be read by the Clerk before the same shall be open to debate. A resolution shall always be reduced to writing before being adopted. A request by any Council member for a reasonable recess to reduce a motion or resolution to writing shall always be in order and shall be granted. Any motion or resolution may be withdrawn by the sponsor at any time before decision or amendment.

Rule 29. Precedence of Motions. When a question is under debate, no motion shall be received except:

- 1) To adjourn;**
- 2) To take a recess;**
- 3) To lay on the table;**
- 4) Call to question;**
- 5) To postpone to a day certain;**
- 6) To refer or re-refer;**
- 7) To amend; or**
- 8) To postpone indefinitely.**

RESOLUTION #2014-316

Such motions shall take precedence in the order in which they appear above.

Rule 30. Motion to Adjourn; Nondebatable Motions. A motion to adjourn shall always be in order. A motion to adjourn, to recess, to lay upon the table or to vote immediately, and all questions relating to the priority of business, shall be decided without debate.

Rule 31. Motion to Lay on the Table. A decision to lay upon the table shall carry with it all questions to which it is attached, except in the case of laying an appeal (as explained in Rule 40) on the table.

Rule 32. Indefinite Postponement. A motion to postpone indefinitely the further consideration of any ordinance, motion, resolution or other matter shall require the votes of five Council Members to carry it, and the vote upon such a motion shall not be reconsidered. A motion to lay on the table, or a motion to reconsider the vote by which any ordinance, motion or resolution has failed to pass Council, if agreed to, shall have the effect of postponing indefinitely the consideration hereof, and shall require the votes of five Council Members to carry it.

Rule 33. Reconsideration. When a question has been once decided, it shall be in order for any Council member to move the reconsideration thereof, but no motion for reconsideration shall be in order unless made on the same day the vote was taken, or at the next regular meeting of Council. No question shall be reconsidered more than once. A motion to reconsider the vote by which any ordinance, motion or resolution has passed Council shall require the votes of five Council Members to carry it.

Rule 34. Effect of Tabling Motion to Reconsider. It shall not be in order to take from the table a motion to reconsider, nor shall the vote whereby any motion to reconsider was laid on the table be reconsidered.

MISCELLANEOUS

Rule 35. Division of Question. Any Council member may call for a division of any pending question, which shall be divided if it comprehends propositions so distinct that if one is taken away, a substantive proposition shall remain.

Rule 36. Roll Call Vote. The affirmative and negative votes shall be taken and recorded on all ordinances, and whenever requested by one or more Council Members, on any other matter.

Rule 37. Other Business Cannot Interrupt Roll Call. When the yeas and nays are demanded upon any question, and after the question is stated by the Chair, the Clerk is directed to call the roll. After the first vote is given, no Council member

RESOLUTION #2014-316

shall be entitled to speak on the question, nor shall any motion be in order until such roll call is completed and the result declared.

Rule 38. Appeals. Any Council member may appeal from any decision of the Chair. On all appeals the question shall be: "shall the decision of the Chair stand as the judgment of Council?" Appeals shall be debatable except when Council is under operation of the order to vote immediately, or when the decision appealed from relates to the priority of business.

Rule 39. Laying Appeal Upon the Table. Any appeal may be laid upon the table, but it shall not carry with it the subject matter before Council at the time such appeal is taken.

Rule 40. Suspension of Rules. Any Rule may be suspended by a vote of six Council Members.

Rule 41. Amendment; Repeal and Re-Adoption of Rules. A motion to amend or repeal any Council Rule shall require the votes of five Council Members. These Rules may be revised or amended and re-adopted by Council as it deems appropriate. A motion made under this Rule shall not be considered for adoption sooner than the next Council meeting.

Rule 42. Parliamentary Practice. The rules of parliamentary practice comprised in Mason's Manual of Legislative Procedure shall govern in all cases in which they are not inconsistent with the standing Rules and orders of Council or the City Charter during all meetings of Council and its committees and committees appointed by Council.

Rule 43. Closed Sessions. Council may meet in Closed Session pursuant to and consistent with the Michigan Open Meetings Act.

A closed session may be requested by the Mayor, the President or any two Council Members at any regular or special meeting. The person requesting a closed session shall state the purpose of such session. The stated purpose of the closed session shall constitute the only agenda item(s) for the closed session.

Whenever Council enters a closed session in the tenth floor Conference Room of City Hall, all persons not required for the closed session shall immediately leave the Conference Room and clear adjacent areas. The Council lobby shall be the nearest congregating area for those waiting to re-enter the meeting upon completion of the closed session when the closed session is held in the tenth floor Conference Room of City Hall.

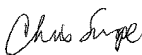
Rule 44. Council Parking. Each member of Council shall have a permanently assigned parking space in the basement of City Hall. These parking bays shall be

RESOLUTION #2014-316

nonassignable and shall be used exclusively by the Council Members unless prior approval has been given by that Council member.

Rule 45. Compensation of Judges. If Council is requested or desires to appropriate money for the purpose of increasing the salary level of the Judges of the 54-A District Court, before action is taken thereon, the President of Council shall appoint an Ad-Hoc Citizens Advisory Committee of five members, which Committee shall examine the Judges' salaries and any proposals to raise them and recommend to Council what, if any, increase is appropriate. Council shall consider the recommendation of the Committee in determining what, if any, increase in the Judges' salaries should be granted.

Rule 46. Physical Presence Required. A member of Council must be physically present at any Council meeting, any Committee of the Whole meeting, any standing Council meeting or any special Ad-Hoc Council meeting, in order to vote or be counted as part of a quorum.



12/8/2014
8:33:43 PM

SIGNED BY
CHRIS SWOPE
LANSING CITY CLERK



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

May 11, 2017
Unicorn, LLC
c/o: Michael J. Brown of Carlin Edwards Brown PLLC
mbrown@cebhlaw.com

RID #902876 Reference/Transaction: Transfer Ownership 2017 Class C & SDM Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern, Inc.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Unicorn, LLC

Business address and phone number: 327 E Grand River Ave, Lansing, MI 48906

Home address and phone number of partner(s)/subordinates:
Patrick K. Gillespie, Trustee of the Patrick K. Gillespie Trust u/a/d/ 7/30/99 –
330 Marshall St., Suite 100, Lansing, MI 48912
Infantry, Inc – 330 Marshall St., Suite 100, Lansing, MI 48912

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office: **Lansing District Office (866) 813-0011**

Escanaba District Office (906) 786-5553
Lansing District Office (866) 813-0011

Grand Rapids District Office (616) 447-2647
Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Lansing City Clerk** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Unicorn Tavern, Inc. (malvetis.a@sbcglobal.net) / Lansing City Clerk (city.clerk@lansingmi.gov)



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

May 5, 2017
Cedar Street Citgo Inc.
c/o: Kiranjit Kaur
403 Westchester Ln
Valparaiso, IN 46385

**RID #901410 Reference/Transaction: New SDM License Issued Under MCL 436.1533(7);
New Sunday Sales Permit (Am); New Gas Pumps To Be Issued Under MCL 436.1541(6) 5' (Inside)**

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Cedar Street Citgo Inc

Business address and phone number: 4600 S. Cedar Street, Lansing, MI 48910

**Home address and phone number of partner(s)/subordinates:
Kiranjit Kaur – 403 Westchester Ln, Valparaiso, IN 46385; B: (219)531-2018**

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

**Escanaba District Office (906) 786-5553
Lansing District Office (866) 813-0011**

**Grand Rapids District Office (616) 447-2647
Southfield District Office (313) 456-1170**

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

A copy of this notice is also being provided to **Lansing City** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Lansing City