



AGENDA
Committee on General Services
Thursday, June 22, 2017 @ 2:00 p.m. (note time)
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:**
 - June 12, 2017
- 3. Public Comment on Agenda Items**
- 4. Discussion/Action:**
 - A.) RESOLUTION – Fireworks Display by Wolverine Fireworks for the City of Lansing Independence Day Celebration
 - B.) RESOLUTION – Community Funding; Lansing Children’s Choir
 - C.) RESOLUTION – Claim Appeal #1387, 202 W Jolly Rd.; A. Tegue
 - D.) RESOLUTION – Claim Appeal #1413; 3001 W Holmes Rd.; N. Nona
 - E.) ORDINANCE – Amendments to 830.06- Liquor Licenses
 - F.) RESOLUTION – Transfer of Ownership of Resort Class C License at 200 Edgewood Blvd., Celebration Banquets, LLC
 - G.) DISCUSSION – Council Rules
- 5. Other/Place On File**
 - New SDM License Issued under 436.1533(5); New Sunday Sales Permit (AM), Family Dollar Stores of Michigan, LLC; 726 E. Michigan Avenue
 - Transfer Ownership Escrowed 2017 Class C License from Lansing Retail Center, LLC to Acapulco Mexican Grill, Inc., 300 N. Clippert, Site 17, and Transfer Governmental Unit from Lansing City to Lansing Township-**CLERK VERIFYING**
 - New SDM License issued with Sunday Sales Permit (AM) and Gas Pumps, Fuel Mart 3814 Inc., 3814 W. Jolly Road, 48911
 - New SDM License Issued, New Gas Pumps to be issued, Valero Gas Station LLC, 500 W. Mount Hope, 48910
 - SDM License under MCL436.1533(7); Sunday Sales (AM) and Gas Pumps; 2704 Lake Lansing Road, Mobile Service Inc.
- 6. Adjourn**



MINUTES

Committee on General Services

Monday, June 12, 2017 @ 5:00 p.m.

City Council Conference Room, City Hall 10th Floor

CALL TO ORDER

The meeting called to order at 5:04 p.m.

ROLL CALL

Councilmember Tina Houghton, Chair

Councilmember Jody Washington, Vice Chair

Councilmember Carol Wood, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager

Billie O'Berry, Assistant City Attorney

Elaine Womboldt

Public Comment on Agenda Items

No public comment at this time.

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM MAY 25, 2017 AS PRESENTED. MOTION CARRIED 3-0.

Discussion/Action

RESOLUTION – Introduction and Set a Public Hearing on the Liquor License Ordinance (Community – Celebrations Banquets, LLC; RE: Change or Variance to Liquor Ordinance)

Ms. O'Berry noted the concerns were brought to their attention in 830.06 (g) and (h) which spoke to prohibiting the sale of alcohol where any form of nudity is shown in films, television slides or other electronic reproduction. There is an applicant, Celebration Cinemas that wants to sell beer and wine to be consumed on premise, which is similar to what they have permission for already at Studio C in Meridian Township. The Law department did speak to Meridian Township, and they have not had any concerns or violations at that site. Law chose to review the complete ordinance of Chapter 830. In doing so, they added "(E) that a person having a business conducted at that location by a manager or agent, unless such manager or agent possesses the same qualifications required for the license applicant". Also changed was on page 2 of the ordinance, line 12 from "State" to "Michigan", removal of (g) (h). On page 3 Law added (J) which spoke to "premises, unless the sale of beer, wine or spirits is shown to be

incidental and subordinate to other permitted business uses upon the site, such as, but not limited to, food sales, motel operations or recreational activities". Lastly, to address any items owing to the City, item (k) was amended to now include "special assessments, sewer or water charges that are delinquent for the premises".

Council Member Washington asked if pornography sites that sell movies, also sell alcohol. Ms. O'Berry stated those businesses would have to comply with State law. The City does not have the ability to deny a liquor license, just the State does. The City can only recommend denial.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION TO INTRODUCE AND SET THE PUBLIC HEARING FOR JUNE 26, 2017 FOR AMENDMENTS TO CHAPTER 830. MOTION CARRIED 3-0.

Council Member Wood asked if there were any unintended consequences. Ms. O'Berry if a business than a theater comes along, they could question what the difference is between their movies and a movie theatre. Freedom of speech is broad, and the City has to be careful on what it regulates and what it does not regulate. She concluded that the way the ordinance was originally written there were considerations for Council only as guidelines, but it is not consistent with other municipalities.

Council Member Washington left the meeting at 5:15 p.m.

Ms. Womboldt spoke in opposition to the changes, and asked that the Committee add items in the ordinance to allow guidance to the Council.

Council Member Wood asked that when the Celebration Cinema's come before the Committee to speak on their license, to address if their employees will have correct training on the overserving. Council Member Houghton also asked that Council Staff ask them to bring in a business plan. Ms. O'Berry noted she had been informed that the employees are trained to sell only one drink per individual, and there is the potential of a limit.

Adjourned at 5:20 p.m.

Submitted by Sherrie Boak, Office Manager,

Lansing City Council

Approved by the Committee on _____



Chris Swope
Lansing City Clerk

May 19, 2017

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

Dear Councilmembers:

The attached fireworks display 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



FIREWORKS DISPLAY LICENSE APPLICATION

Applicant's Name Wolverine Fireworks Display, Inc.		
Phone Number(s) where applicant can be reached 989-662-0121		Email Address jenny@wolvdisplay.com
Applicant's Address 205 W. Seidlers Rd.	City Kawkawlin	State, Zip MI 48634
Date of Display July 4, 2017	Time of Display Dusk	
Exact Location of Display Oak Park, Lansing, MI		
Type and Quantity of Fireworks to be used in Display (attach listing if available) See attached list		
Manner and location of the storage of the fireworks prior to the display Fireworks will stay locked in truck until loaded.		

List All Persons Who Will Operate the Display:

Name	Age	Description of Relevant Experience
Brandon Grzegorzczuk	29	Over 10 year's experience. PGI Certified. Apa Certified. Has shot over 100 professional displays.
Chelsea Grzegorzczuk	27	5 years experience. PGI certified. Has shot over 25 professional displays.

Has the applicant, any person with an ownership interest in the applicant, or any person who will operate the display had any citation or conviction for, or guilty plea to, a violation of the laws of the United States, any State or any local unit of government regulating the sale, use, or possession of fireworks?

☐ Yes

☒ No

If yes, disclose details:

Additional Requirements:

1. Non-Refundable License fee of \$150.
2. Proof of a bond, an insurance policy naming the City as co-insured, or a combination of both, available for the payment of any damages arising out of an act or omission of the licensee or his agents, employees, or subcontractors, covering the following: (a) At least \$500,000.00 for property damage; and (b) at least \$500,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons resulting from the same occurrence.
3. Copies of State issued identification for each person who will operate the display.
4. If the applicant is a nonresident person, written appointment of a resident agent to serve as legal representative upon whom all process in an action or proceeding against the person may be served

I certify that neither the Applicant nor any person with ownership interest is in default to the City of Lansing.

By my signature, I swear (or affirm) that all information provided in this application is true.

Jennifer Campau
APPLICANT'S SIGNATURE

***** APPROVALS *****

Sig. Det. Joel Cutler
Police Department

5/5/17
Date

Sig. Tammy Good
City Treasurer

5/11/17
Date

Sig. Marshvan Blake
Fire Marshal

5-16-17
Date

City Attorney

Date

(rev 7/11)

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

WHEREAS, the City Clerk has forwarded an application for a City License, which has been routinely processed without objection, and is ready for final action by this Council; and,

WHEREAS, all required signatures have been obtained supporting the application for a fireworks display license;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the application for a City License as follows:

FIREWORKS DISPLAY LICENSE:

Wolverine Fireworks Display Inc. for a public display of fireworks in the City of Lansing at to be held on July 4, 2017

Application for Community Funding

09-30-13

Organization Name: Lansing Children's Choir

Tax Id#: 81-3991044

Mailing Address: 510 W. Ottawa St.

City, State, Zip: Lansing, MI 48933

Contact Person(s) and Title(s): Megan Hagle, Artistic Director

Daytime Phone: (248) 320-4578

Fax Number: (517)

E-mail Address: megan.hagle@gmail.com

Amount Requested: \$500.00

Event Title & Type: Music, Art, Drama, Dance Camp (MADD Camp)

Reason for Request: (check all that apply)

Defray costs for Rental of Facility _____ Defray costs for Set Up _____

Defray costs for Rental of the Showmobile _____ Defray costs for Misc. Rental _____

Defray costs for Other X Please Explain: artsupplies, lunches

Facility Requested For Event and or Equipment (please check) * Mon-Thurs afternoon for approx 1 1/2 hours.

City Park X* City Building _____ Oldsmobile Park _____

Lansing Center _____ Showmobile (mobile stage unit) _____ Other Equipment _____

What is the expected rental rate for the facility requested and or equipment? _____

Date(s) and Time(s) of Event: Mon-Thurs 9am-3:30pm Fri 9am-1pm; July 10-14, 2013

Total Estimated Attendance: 80

Estimated Lansing Residents in Attendance: 65

If your organization has applied for other City funding for this event, please list each Department and amount requested: _____

Please list all other organizations that are sponsoring or participating in your event: _____

First Presbyterian Church

If your organization received funding from the Lansing City Council previously please list the amount, year, and purpose: _____

Total amount of funds and sources granted by the City this year: 0

Total amount of funds and sources granted by the City in the previous year: 0

Please list any admission fee or registration fee for this event: 50

ALONG WITH THIS COMPLETED FORM YOU MUST ATTACH THE FOLLOWING:

(Please check after each is completed and attach)

- A BUDGET FOR YOUR EVENT ✓
- A LIST OF POTENTIAL FUNDING SOURCES AND HOW EACH FUNDING SOURCE WILL BE USED TOWARDS THE EVENT ✓
- LIST OF YOUR ORGANIZATION-S OFFICERS ✓
- A COPY OF COMPLETED RESERVATION FORM OR CONTRACT FOR FACILITY FOR THE EVENT _____

If your request is granted, you must provide an accounting of how the funds received were spent and a written analysis of the event to the City Council within 60 days after the event. Attached please find a *Community Funding Reporting Statement* - it must be completed and returned along with the written analysis after the event has taken place to be eligible for Community Funding for the next fiscal or future fiscal years.

SIGNED: M. Hyle

DATE: 5/17/17

DO NOT WRITE BELOW THIS LINE

Approved by the Committee on General Services and City Council

Date Approved _____ Resolution # _____ Signature _____

MADD Camp Budget

assumption of 60 registered children per day

INCOME

Donations	\$ 1,000.00
Grant(s)	\$ 700.00

TOTAL INCOME **\$ 1,700.00**

EXPENSES

Music	\$ -
Art	
Supplies	\$ 500.00 *
Drama	\$ 150.00 (stipend)
Dance	
Stipend	\$ 150.00 (stipend)
Recreation	
Supplies	\$ 50.00
Food	
Fruit	\$ 200.00
Lunch	\$ 750.00
Drinks	\$ 65.00
Plates, etc	\$ 110.00
Administrative	
Office Exp	\$ 50.00
Advertising	\$ 75.00

TOTAL EXPENSES **\$ 2,100.00**

NET **\$ (400.00)**

*we often have all art supplies donated

Program Directors include:

Megan Hagle (Lansing Children's Choir)

Benjamin English (Lansing Children's Chor)

Kathy Bangharrrt (First Presbyterian Church)

Sallie Campbell (First Presbyterian Church)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 06 2017

LANSING CHILDRENS CHOIR
510 W OTTAWA ST
LANSING, MI 48933-1067

Employer Identification Number:
81-3991044
DLN:
26053433002747
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 24, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

LANSING CHILDRENS CHOIR

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Cooper', written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Anne TEGUE
1518 Corbett St
Lansing, MI 48910

XV B 3

05/31/17

RECEIVED
2017 MAY 31 AM 9:12
LANSING CITY CLERK

My name is Anne Tegue
claim 202 W. Jolly Rd.

I am writing this letter to appeal
the decision of the claim for my property
located at 202 W. Jolly Lansing,
MI 48910 Parcel number 33-01-01-33-378-271
I received the delinquent tax notice
for this issue.

This day I have \$359.10 to pay
and the base was \$330.00.

please accept my consideration.

Anne Tegue





City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

May 11, 2017

Ann Tegue
1518 Corbett Street
Lansing, MI 48910

Re: Claim – 202 W. Jolly Rd.

Dear Ms. Tegue:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$330.00 for property located at 202 W. Jolly Rd., 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 cursive script, reading "Venus Kumar".

Venus Kumar
Paralegal

RECEIVED
2017 MAY 31 AM 9:19
LANSING CITY CLERK



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

1387

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

NAME: Anne Nicole Teague DATE: 01/30/17
 MAILING ADDRESS: 1518 Corbett St
 CITY: Lansing STATE: MI ZIP CODE: 48910
 TELEPHONE: Home (517) 897-5898 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: 202 W Jolly Rd PARCEL NO. 33-0101-33-378-271
 DATE OF INCIDENT: July AMOUNT YOU WERE BILLED: \$330
 TOTAL AMOUNT YOU ARE CLAIMING: \$330
 TYPE OF ASSESSMENT: Grass and Weeds

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.

Back in July I was in Africa with my children and I have my neighbors Mrs Lorry take care on my grass. So when I come I received the letter from the city said that they was one who clean my grass. I go to the city to explain or understand why the ticket. They tell me that the best way is to appear and explain in front of the attorney by why. I show the my passport and

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

your honor I am appreciated your understanding. flight ticket - please

Fifth Floor, City Hall • Lansing, Michigan 48933 • (517) 483-4320 • Fax (517) 483-4081 • cityatty@lansingmi.gov

Anne Teague





City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

May 11, 2017

Ann Tegue
1518 Corbett Street
Lansing, MI 48910

Re: Claim – 202 W. Jolly Rd.

Dear Ms. Tegue:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$330.00 for property located at 202 W. Jolly Rd., 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 dark ink, appearing to read "Venus Kumar".

Venus Kumar
Paralegal

Denied

DATE: 3/14/2017

PPN: 33-01-01-33-378-271
 DATE SUBMITTED: 1/30/2017
 ADDRESS OF VIOLATION: 202 W. Jolly Road
 LISTED TAXPAYER OF RECORD: Tegue, Ann N.
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: Tegue, Ann N.
 CLAIMANT'S ADDRESS: 1518 Corbett Street
 Lansing, MI 48910

TYPE OF ACTIONS CONTESTED: Grass Mowing Assessment
 VIOLATION DATE: 7/14/2016
 NOTIFICATION DATE: 7/14/2016
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$330.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Tomlinson 16-G0020
 7/18/2016
 AMOUNT OF CLAIM: \$330.00

1387

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 3/15/2016	Grass Violation 7/07/2016
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CITATIONS IN PREVIOUS YEAR:

Trash Violation 3/26/2015	Failure to Register 3/26/2015	Trash Violation 6/25/2015
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CLAIMANT'S CIRCUMSTANCES:

See Attached

CODE OFFICER'S NOTES: This property was cited for a grass violation on 7/07/2016 with a compliance due date of 7/14/2016. The Premise Officer returned to recheck the property on 7/15/2016 the grass had not been mowed and it was submitted to the contractor. The contractor arrived on 7/18/2016 the grass and weeds were still over 8 inches and the grass was mowed. While it is unfortunate that the claimant was out of town the property still needs to be maintained in their absence. The claimant has a history of receiving premise violations in the past, the trash violation that was written on 3/15/2016 was also not taken care of by the compliance due date and was submitted to the contractor but when they arrived the violations were removed. The claimant lives at 1518 Corbett which also received a notice 5/12/2016 for the grass being over 8 inches. This office recommends denial of the claim.





City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

1387

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

NAME: Anne Nicole Teague DATE: 01/30/17
 MAILING ADDRESS: 1518 Corbett St
 CITY: Lansing STATE: MI ZIP CODE: 48910
 TELEPHONE: Home (517) 897-5898 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: 202 W Jolly Rd PARCEL NO. 33-0101-33-378-271
 DATE OF INCIDENT: July AMOUNT YOU WERE BILLED: \$330
 TOTAL AMOUNT YOU ARE CLAIMING: \$330
 TYPE OF ASSESMENT: Grass and Weeds

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.

Back in July I was in Africa with my children and I have my neighbors Mrs Lony take care on my grass. So when I come I received the letter from the city said that they was one who cleans my grass. I go to the city to explain or understand why the ticket. They tell me that the best way is to appear and explain in front of the attorney by why. I show the my passport and flight ticket. please

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

your honor I am appreciated your understanding.

Fifth Floor, City Hall • Lansing, Michigan 48933 • (517) 483-4320 • Fax (517) 483-4081 • cityatty@lansingmi.gov

Anne Teague



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00077980

Date: 07/20/2016

Record: E16-10610

TEGUE ANNE N G

1518 CORBETT ST

LANSING, MI 48910

TOTAL AMOUNT DUE**\$330.00**

Item Category	Item Description	Amount Due
Code Compliance	Grass and Weeds - Admin Fee	\$265.00
Code Compliance	Grass and Weeds - Contractor C	\$65.00
Total Amount Due		\$330.00

4071222016330101333782710000603985



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

GRASS AND WEEDS CORRECTION NOTICE

TEGUE ANNE N G or Current Occupant
1518 CORBETT ST
LANSING, MI 48910

Violation date: 07/07/2016
Violation Location: 202 W JOLLY RD
Parcel No: 33-01-01-33-378-271
Compliance Due Date: 07/14/2016

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

Description

Grass & Weeds: Entire Yard *Grass must be below the 8" maximum allowed length.*

Any Premises or portion thereof on which there exists growth of grass and/or weeds exceeding eight inches in height located anywhere on the premises - which includes but not limited to front, side, rear, back yard, driveway, next to fences, between curb and sidewalk or next to vehicles - shall be deemed , and hereby declared to be a substandard premises and is subject to abatement pursuant to Section 302.4 of the Lansing Housing Code.

Failure to comply by the compliance due date will leave no alternative but to have the work completed by our contractor. All costs incurred, which consist of the contractors fees plus \$265.00 City service charge, shall be charged to you as an assessment 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 at 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.

Officer: Jacob Odom (517) 483 4378

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

GRASS AND WEEDS CORRECTION NOTICE

Occupant or Current Occupant
202 W JOLLY RD
LANSING, MI 48910

Violation date: 07/07/2016

Violation Location: 202 W JOLLY RD
Parcel No: 33-01-01-33-378-271
Compliance Due Date: 07/14/2016

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

Description

Grass & Weeds: Entire Yard *Grass must be below the 8" maximum allowed length.*

Any Premises or portion thereof on which there exists growth of grass and/or weeds exceeding eight inches in height located anywhere on the premises - which includes but not limited to front, side, rear, back yard, driveway, next to fences, between curb and sidewalk or next to vehicles - shall be deemed , and hereby declared to be a substandard premises and is subject to abatement pursuant to Section 302.4 of the Lansing Housing Code.

Failure to comply by the compliance due date will leave no alternative but to have the work completed by our contractor. All costs incurred, which consist of the contractors fees plus \$265.00 City service charge, shall be charged to you as an assessment 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 at 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.

Officer: Jacob Odom (517) 483 4378

Taxpayer's Copy

Date work completed: 07-18-16

From:
David Tomlinson
2500 Pinch Hwy.
Charlotte, MI 48813

Bill To:
City Of Lansing
Office of Code Compliance
316 North Capitol Avenue
Lansing, MI 48933-1238

Vendor Number: V001476

Purchase Order No: 84602

Violation Type:	Grass and Weeds
Invoice Number:	16-G0020
Work Authorized:	Entire Lot
Location:	202 W JOLLY RD
Location Description:	
Parcel Number:	33-01-01-33-378-271

Mowing Done by Tomlinson

TOTAL INVOICE \$65.00



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

GRASS AND WEEDS CORRECTION NOTICE

**BJARKI OMAR or Current Occupant
2435 FOREST RD
LANSING, MI 48910-3817**

Violation date: 05/12/2016
Violation Location: 1518 CORBETT ST
Parcel No: 33-01-01-20-331-111
Compliance Due Date: 05/19/2016

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

Description

Grass & Weeds: Entire Yard Grass must be below the 8" maximum allowed length.

Any Premises or portion thereof on which there exists growth of grass and/or weeds exceeding eight inches in height located anywhere on the premises - which includes but not limited to front, side, rear, back yard, driveway, next to fences, between curb and sidewalk or next to vehicles - shall be deemed , and hereby declared to be a substandard premises and is subject to abatement pursuant to Section 302.4 of the Lansing Housing Code.

Failure to comply by the compliance due date will leave no alternative but to have the work completed by our contractor. All costs incurred, which consist of the contractors fees plus \$265.00 City service charge, shall be charged to you as an assessment 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 at 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.

Officer: Zachary Driver (517) 702 4750

Taxpayer's Copy



**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

**TEGUE ANNE N G or Current Occupant
1518 CORBETT ST
LANSING, MI 48910**

Violation Date: 03/15/2016
Violation Location: 202 W JOLLY RD
Parcel No: 33-01-01-33-378-271
Compliance Due Date: March 22, 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: *Brush & Tree Limb debris*

INSPECTOR COMMENTS: *Found in trailer. Trailer must be emptied of all items.*

Violation: *Garbage*

INSPECTOR COMMENTS: *Bags of trash in 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.

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Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy



**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 03/23/2016

TAXPAYER: TEGUE ANNE N G, 1518 CORBETT ST LANSING, MI 48910

Location of Work:

Enf Num: E16-02601

Address: 202 W JOLLY RD

Lot No:

Description:

Parcel No: 33-01-01-33-378-271

Remove Trash and Debris

Work Authorized:

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *Found in trailer. Trailer must be emptied of all items.*

Violation: Garbage

INSPECTOR COMMENTS: *Bags of trash in 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

This action is authorized by the Manager of Code Compliance



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

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
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TRASH AND DEBRIS CORRECTION NOTICE

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Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy







202 W JOLLY RD LANSING, MI 48910 (Property Address)

Parcel Number: 33-01-01-33-378-271



Item 1 of 3 1 Image / 2 Sketches

Property Owner: TEGUE ANNE N G**Summary Information**

> Residential Building Summary

- Year Built: 1947
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 1,022
- Acres: 0.250

> 10 Building Department records found

> Assessed Value: \$21,400 | Taxable Value: \$20,037

> 1 Special Assessment found

> Property Tax information found

> 3 Invoices Found, Amount Due: 0.00

Owner and Taxpayer Information**Owner**

TEGUE ANNE N G
1518 CORBETT ST
LANSING, MI 48910

Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2017

Property Class	RESIDENTIAL	Unit	33 CITY OF LANSING - INGHAM
School District	LANSING	Assessed Value	\$21,400
MAP #	P -0590 -0066	Taxable Value	\$20,037
TOP TEN	Not Available	State Equalized Value	\$21,400
NEW PERMITS	Not Available	Date of Last Name Change	02/11/2015
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TYPE CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 12/30/1997

Principal Residence Exemption	June 1st	Final
2017	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2016	\$20,400	\$20,400	\$19,859
2015	\$19,800	\$19,800	\$19,800
2014	\$18,500	\$18,500	\$18,500

Land Information

Zoning Code	Not Available	Total Acres	0.250
Land Value	\$10,800	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	SSD	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	66.00 ft	165.00 ft
Total Frontage: 66.00 ft		Average Depth: 165.00 ft

Legal Description

LOT 49 CREYTS ACRES

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
-----------	------------	------------	---------	---------	---------------	------------

08/18/2014	\$19,900.00	WD	CAPITAL INCOME & GROWTH FUND L L C	TEGUE ANNE N G	CONV	2015002439
06/12/2013	\$20,900.00	CD	DART BANK	CAPITAL INCOME & GROWTH FUND L L C	OTHER	2013 030239
02/25/2010	\$0.00	QC	PROPERTIES OF DISTINCTION	DART BANK	OTHER	2013 018508
06/14/1996	\$40,000.00	WD	CASSEL DONALD M	PROPERTIES OF DISTINCTION MN LLC	CONV	2365/865

Building Information - 1022 sq ft 1 1/4 STY (Residential)

General

Floor Area	1,022 sq ft	Estimated TCV	Not Available
Garage Area	0 sq ft	Basement Area	827 sq ft
Foundation Size	827 sq ft		
Year Built	1947	Year Remodeled	Not Available
Occupancy	Single Family	Class	D
Effective Age	70 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	Not Available
1st Floor Rooms	0	Sewer	Not Available
2nd Floor Rooms	0	Style	1 1/4 STY
Bedrooms	0		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1.25 Story	Basement	Siding	780 sq ft	1.25 Story
1 Story	Basement	Siding	47 sq ft	1 Story

Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

Plumbing Information

3 Fixture Bath 1

Porch Information

CPP	40 sq ft	Foundation	Standard
CPP	15 sq ft	Foundation	Standard

****Disclaimer:** BS&A Software provides AccessMyGov.com as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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RECEIVED MAY 25 2017
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: Najah Nona DATE: 5-22-2017
 MAILING ADDRESS: 2303 Shawnee Tr.
 CITY: Lansing STATE: MI ZIP CODE: 48864
 TELEPHONE: Home ([REDACTED]) Work () Same as home

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: 3001 W. Holmes Rd PARCEL NO. _____
 DATE OF INCIDENT: 5-11-2017 AMOUNT YOU WERE BILLED: \$ 720.00
 TOTAL AMOUNT YOU ARE CONTESTING: \$ 440.00 (besides the \$ 200.00 granted in this claim)
 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.

Was only 1 branch picked up, & was not 20 yards! The photo clearly shows no more than 5 feet. I should have not been charged for 20 yards.

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



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

May 11, 2017

Naja Nona
2303 Shawnee Trail
Okemos, MI 48864

Re: Claim – 3001 W. Holmes Rd.

Dear Mr. Nona:

Please be advised that the Claims Review Committee reviewed your claim in the amount of \$720.00 regarding a trash and debris violation at the above address and GRANTED a portion of your claim, in amount of \$280.00.

Enclosed please find a Release for your review and signature. If the decision of the committee meets with your approval, please sign the release in front of a witness and have the witness also sign the form, then return the signed Release to this office. Once our office receives the signed Release, we will request the amount be removed from the tax rolls, or a refund issued if the penalty has been paid.

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.

Thank you for your cooperation in this matter. If you should have any questions, please feel free to contact me.

Sincerely,

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

Venus Kumar
Paralegal

Enclosure

RELEASE

In consideration for the payment of \$280.00, by the City of Lansing, which will be remitted to me upon receipt by the City of this signed Release, or said amount reduced from the tax roll if the assessment has not been paid, I, NAJA NONA (the "undersigned"), for myself, my heirs, executors, administrators, representatives and assigns hereby release and discharge the City of Lansing, its officers, officials, employees, agents, insurers and any other person, firm, or corporation charged or chargeable with any responsibility or liability, from all claims, demands, actions or causes of action regarding the special assessment for a Trash violation on property located at 3001 W. Holmes Rd., Lansing, Michigan.

The undersigned understands and agrees that this payment is the sole consideration for my release and is in full and complete settlement of all claims resulting from any damage. The undersigned warrants that no promise or inducement has been offered or made for my release, except as herein set forth; that this Release is executed without reliance upon any statement or representation by any of the parties released herein, or by their representatives concerning the nature and extent of any damage or injury or the legal liability therefore; and that the undersigned is of legal age and legally competent to execute this Release and accepts the full responsibility therefore.

The undersigned understands that none of the parties released admit liability of any kind and this payment and settlement in compromise is made to terminate further controversy respecting claims for damages that the undersigned has heretofore asserted or that the undersigned or his/her heirs, executors, administrators, representative or assigns might later assert.

In witness whereof, I have hereunto set my hand this ____ day of May, 2017.

WITNESS:

CLAIMANT:

NAJA NONA

RECEIVED APR 13 2017

DATE: 4/12/2017

PPN: 33-01-01-31-201-191
DATE SUBMITTED: 4/12/2017
ADDRESS OF VIOLATION: 3001 W. Holmes Road
LISTED TAXPAYER OF RECORD: Nona, Naja
OTHER TAXPAYER OF RECORD: Middleswarth, Michaela C.
CLAIMANT: Nona, Naja
CLAIMANT'S ADDRESS: 2303 Shawnee Trail
Okemos, MI 48864
TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 1/09/2017
NOTIFICATION DATE: 1/09/2017
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$720.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 17-T004 1/19/2017
AMOUNT OF CLAIM: \$720.00

1413

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
1/19/2017

CITATIONS IN PREVIOUS YEAR:	Grass Violation 5/09/2016	Grass Violation 6/13/2016	Grass Violation 8/08/2016	Failure to Register 8/29/2016
	Grass Violation 11/17/2016			

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 1/09/2017 with a compliance due date of 1/16/2017. The Premise Officer rechecked the property on 1/17/2017 the violation was still present and the debris was submitted to the trash contractor for removal. The contractor arrived on 1/19/2017 the violations was still present and it was removed. There was no contact from the claimant (land contract holder) or the owner of the property Michaela Middleswarth regarding the notice. Pictures indicate proper actions were taken by both the office and the trash contractor there this office recommends denial of the claim.

RECEIVED APR 12 2017



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

1413

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

NAME: Najah Nona DATE: 03-29-17
MAILING ADDRESS: 2303 Shawnee Trail
CITY: Okemos STATE: MI. ZIP CODE: 48864
TELEPHONE: Home [REDACTED] 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: <u>3001 W. Holmes Rd.</u>	PARCEL NO. <u> </u>
DATE OF INCIDENT: <u> </u>	AMOUNT YOU WERE BILLED: <u> </u>
TOTAL AMOUNT YOU ARE CONTESTING: <u>Entire amount</u>	<u>1 small branch</u>
TYPE OF ASSESMENT: <u>Trash</u>	
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. <u>Branch in R.O.W. Costs are extraordinary for such</u> <u>a small clean up.</u> <u>Scot discussed w/ code officer.</u> <u>C.D.</u>	

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

Eric's Refuse LLC

P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
1/22/2017	6049

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

property address
3001 W Holmes rd 33-01-01-31-201-191

Terms

work complete
1/22/2017

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
1	add 1hr	additional hour after 1	150.00	150.00
5	class 2	construction material after 3	26.00	130.00
		work complete 1/19/17		
		total yards 8		
		submitted by Meredith d Johnson		
All work is complete!			Total	\$455.00



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: 01/25/2017
 Due Date: 02/24/2017
 Pay Invoice In Full



NON NAJAH
 P O BOX 11051
 LANSING MI 48901

Inv Number: 00087649
 Parcel: 33-01-01-31-201-191
 Address: 3001 W HOLMES RD

Parcel: 33-01-01-31-201-191

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00087649		E17-00214	3001 W HOLMES RD	\$720.00
Fee Details:				Balance
Quantity	Description			
1.000	Trash - Admin Fee			\$ 265.00
455.000	Trash - Contractor Charge			\$ 455.00
Total Amount Due				\$ 720.00

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



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

NON NAJAH or Current Occupant
P O BOX 11051
LANSING, MI 48901

Violation Date: 01/09/2017
Violation Location: 3001 W HOLMES RD
Parcel No: 33-01-01-31-201-191
Compliance Due Date: January 16, 2017

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: Brush & Tree Limb debris.

INSPECTOR COMMENTS: *Found along curb*

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.

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Code Officer: Meredith D Johnson (517) 483 6849 Meredith.Johnson@lansingmi.gov

"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 AND DEBRIS CORRECTION NOTICE

MIDDLESWARTH MICHAELA C or Current Occupant
3001 W HOLMES RD
LANSING, MI 48911

Violation Date: 01/09/2017
Violation Location: 3001 W HOLMES RD
Parcel No: 33-01-01-31-201-191
Compliance Due Date: January 16, 2017

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: Brush & Tree Limb debris

INSPECTOR COMMENTS: *Found along curb*

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Code Officer: Meredith D Johnson (517) 483 6849 Meredith.Johnson@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



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 01/17/2017

TAXPAYER: NON NAJAH, P O BOX 11051 LANSING, MI 48901

Location of Work: **Enf Num: E17-00214**

Address: 3001 W HOLMES RD
Lot No:
Description:
Parcel No: 33-01-01-31-201-191

Remove Trash and Debris

Work Authorized:
Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *Found along curb*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1
Authorized Cubic Yards: 6

Warning Comment:
<NONE>

Submitted By: Meredith D Johnson (517) 483 6849

This action is authorized by the Manager of Code Compliance



IMG_2746[1]











RECEIVED APR 12 2017



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

1413

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

NAME: Najah Nona DATE: 03-29-17
MAILING ADDRESS: 2303 Shawnee Trail
CITY: Okemos STATE: MI ZIP CODE: 48864
TELEPHONE: Home [REDACTED] Work () [REDACTED]

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: 3001 W. Holmes Rd PARCEL NO. [REDACTED]
DATE OF INCIDENT: [REDACTED] AMOUNT YOU WERE BILLED: [REDACTED]
TOTAL AMOUNT YOU ARE CONTESTING: Entire amount 1 small branch
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.

Branch in R.O.W. Costs are extraordinary for such
a small clean up.

Scot discussed w/ code officer

[Signature]

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

3001 W HOLMES RD LANSING, MI 48911 (Property Address)

Parcel Number: 33-01-01-31-201-191



Image 1 of 1

1 Image / 2 Sketches

Property Owner: NON NAJAH**Summary Information****Residential Building Summary**

- Year Built: 1953
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 0
- Sq Feet: 930
- Acres: 0.172

- Assessed Value: \$36,800 | Taxable Value: \$36,800
- Property Tax information found
- 10 Building Department records found

Owner and Taxpayer Information**Owner**

NON NAJAH
P O BOX 11051
LANSING, MI 48901

Taxpayer

MIDDLESWORTH MICHAELA C
3001 W HOLMES RD
LANSING, MI 48911

General Information for Tax Year 2017

Property Class	RESIDENTIAL	Unit	33 CITY OF LANSING - INGHAM
School District	LANSING	Assessed Value	\$36,800
MAP #	P -3576 -0616	Taxable Value	\$36,800
TOP TEN	Not Available	State Equalized Value	\$36,800
NEW PERMITS	Not Available	Date of Last Name Change	10/31/2016
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TYPE CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 12/30/1997

Principal Residence Exemption	June 1st	Final
2017	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2016	\$32,800	\$32,800	\$32,096
2015	\$32,000	\$32,000	\$32,000
2014	\$31,200	\$31,200	\$31,200

Land Information

Zoning Code	Not Available	Total Acres	0.172
Land Value	\$13,800	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	46E	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	65.00 ft	117.24 ft
Total Frontage: 65.00 ft		Average Depth: 117.24 ft

Legal Description

LOT 7 SHERATON PARK

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liberty/Page
-----------	------------	------------	---------	---------	---------------	--------------

09/10/2016	\$80,000.00	LC	NON NAJAH	MIDDLESWARTH MICHAELA C	L C	2016 038352
01/28/2014	\$25,333.00	CD	PENNYMAC LOAN TRUST 2010-NPL1	NON NAJAH	CONV	2014 003924
05/24/2012	\$1.00	QC	PNMAC MORTGAGE CO L L C	PENNYMAC LOAN TRUST 2010-NPL1	OTHER	2012 026468
03/08/2012	\$35,000.00	SD	PRUITT ANGELA/SHERIFF'S SALE	PNMAC MORTGAGE CO L L C	OTHER	2012 009937
03/03/2011	\$33,210.00	SD	PRUITT ANGELA / SHERIFF'S SALE	MTG ELECTRONIC REGISTRATION SYS	OTHER	L3413-P833
10/26/2005	\$100,000.00	WD	MAHLOW HENRY L	PRUITT ANGELA	CASH	B3191-P877
01/26/2005	\$0.00	CD	MAHLOW HENRY L-EST	MAHLOW LESLIE- PERSONAL REP	CASH/CONV-NOT USED	L3150-P158

Building Information - 930 sq ft 1 STY (Residential)

General

Floor Area	930 sq ft	Estimated TCV	Not Available
Garage Area	480 sq ft	Basement Area	912 sq ft
Foundation Size	930 sq ft		
Year Built	1963	Year Remodeled	Not Available
Occupancy	Single Family	Class	D
Effective Age	54 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	Not Available
1st Floor Rooms	0	Sewer	Not Available
2nd Floor Rooms	0	Style	1 STY
Bedrooms	0		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Basement	Brick	912 sq ft	1 Story

Area Detail - Overhangs

Area	Story Height	Exterior	Included in Size for Rates
18 sq ft	1 Story	Siding	1

Basement Finish

Recreation	274 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

Plumbing Information

3 Fixture Bath	1
----------------	---

Built-In Information

Unvented Hood	1	Oven	1
Standard Range	1		

Fireplace Information

Interior 1 Story	1
------------------	---

Garage Information

Area	480 sq ft	Exterior	Brick
Foundation	42 inch	Common Wall	1 Wall
Year Built	1963	Finished	Yes
Auto Doors	0	Mech Doors	0

Porch Information

CPP	20 sq ft	Foundation	Standard
-----	----------	------------	----------

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND
CHAPTER 830, SECTION 830.06 OF THE LANSING CODIFIED ORDINANCES
PROVIDING CRITERIA FOR REVOCATION OR OBJECTION TO TRANSFER, ISSUANCE
OR RENEWAL OF LICENSES TO PERMIT THE SALE OF BEER AND WINE AND/OR
SPIRITS ON PREMISES.

THE CITY OF LANSING ORDAINS:

Section 1. That Section 830.06 of the Codified Ordinances of the City of Lansing,
Michigan, be and is hereby amended to read as follows:

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 or
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 **(5%)** of the stock of such corporation, would not be eligible to receive a license under this chapter for any reason;

(E) TO A PERSON HAVING BUSINESS CONDUCTED AT THAT LOCATION BY A MANAGER OR AGENT, UNLESS SUCH MANAGER OR AGENT POSSESSES THE SAME QUALIFICATIONS REQUIRED FOR THE LICENSE APPLICANT;

(eF) A person who has been convicted of a violation of any Ffederal or Sstate law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance, where such violation occurred on the licensed premises;

(fG) 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 MICHIGAN Liquor Control Commission rule or regulation of any other applicable City ordinance or Sstate 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 the 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~~

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

8 (iH) Any premises where it is determined by Council that the premises do not, or will not
9 reasonably soon after the commencement of operations, have adequate off-street parking,
10 lighting, refuse disposal facilities, screening and noise control, or where a nuisance does
11 or will exist as determined by applicable City ordinances;

12 (jI) If Council determines that the proposed location is inappropriate, considering the
13 desirability of establishing a location in developed, commercial areas in preference to
14 isolated, undeveloped areas; traffic safety; accessibility to the site from abutting roads;
15 capability of abutting roads to accommodate such commercial activity; distance from
16 public or private schools for minors; proximity of an inconsistent zoning classification;
17 and accessibility from primary roads or State highways;

18 (J) FOR PREMISES, UNLESS THE SALE OF BEER, WINE OR SPIRITS IS
19 SHOWN TO BE INCIDENTAL AND SUBORDINATE TO OTHER PERMITTED
20 BUSINESS USES UPON THE SITE, SUCH AS, BUT NOT LIMITED TO, FOOD
21 SALES, MOTEL OPERATIONS OR RECREATIONAL ACTIVITIES;

(k) If the applicant or licensee owes personal OR REAL property taxes; ~~or~~, SPECIAL ASSESSMENTS, SEWER OR WATER CHARGES THAT ARE DELINQUENT FOR THE PREMISES;

(l) If the applicant or licensee has filed an application containing false information with the City Clerk.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

Approved as to form:

City Attorney

Dated: _____

Boak, Sherrie

From: Swope, Chris
Sent: Wednesday, June 14, 2017 2:26 PM
To: O'Berry, Billie; Smiertka, Jim
Cc: Hannan, Randy; Boak, Sherrie; Jackson, Brian; Houghton, Tina; Wood, Carol; Washington, Jody
Subject: Liquor license amendment

Jim and Billie,

I believe the proposed subsection J needs to be removed from the amendment to Chapter 830. This would be a major change to liquor license policy in the City of Lansing and would endanger the licenses of numerous current establishments. We have many establishments where beer, wine, and liquor sales is the primary business. I don't believe this is a wise move.

Additionally, please explain subsection E. Is it intended that we would require an application process for every manager of every licensed establishment and City Council approval?

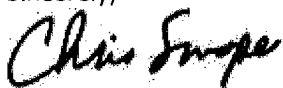
830.06. Criteria for revocation or objection to transfer, issuance or renewal.

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:

(E) TO A PERSON HAVING BUSINESS CONDUCTED AT THAT LOCATION BY A MANAGER OR AGENT, UNLESS SUCH MANAGER OR AGENT POSSESSES THE SAME QUALIFICATIONS REQUIRED FOR THE LICENSE APPLICANT;

(J) FOR PREMISES, UNLESS THE SALE OF BEER, WINE OR SPIRITS IS SHOWN TO BE INCIDENTAL AND SUBORDINATE TO OTHER PERMITTED BUSINESS USES UPON THE SITE, SUCH AS, BUT NOT LIMITED TO, FOOD SALES, MOTEL OPERATIONS OR RECREATIONAL ACTIVITIES;

Sincerely,



Chris Swope, CMMC/CMC
Lansing City Clerk
124 W. Michigan Ave, 9th Floor
Lansing, MI 48933-1695

Main: (517) 483-4131
Direct: (517) 483-4130
Fax: (517) 377-0068
chris.swope@lansingmi.gov
www.lansingmi.gov/clerk
www.facebook.com/LansingClerkSwope

CONFIDENTIALITY NOTICE: This email contains information from the sender that may be CONFIDENTIAL, LEGALLY PRIVILEGED, PROPRIETARY or otherwise protected from disclosure. This email is intended for use only by the person or entity to whom it is addressed. If you are not the intended recipient, any use, disclosure, copying, distribution, printing, or any action taken in reliance on the contents of this email, is strictly prohibited. If you received this email in error, please contact the sending party by replying in an email to the sender, delete the email from your computer system and shred any paper copies of the email you printed.



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 ;



SHELLY EDGERTON
DIRECTOR

Tania E. (Dee Dee) Fuller
% Celebration Banquets, L.L.C.
(fullerd@fullerlaw.biz)

RID # 903891 Reference/Transaction: Transfer ownership of escrowed
2017 Resort Class C license only issued under MCL 436.1531(2) from Houghton Ocean Ventures, LLC;
Transfer location (governmental unit) from 5819 W Houghton Lake Dr, Houghton Lake MI 48629, Roscommon
Township, Roscommon County to 200 E Edgewood Blvd, Lansing MI 48911, Ingham County; New Sunday
Sales Permit (PM), Specific Purpose Permit, and Add Bar Permit, (for a total of (2) bars)

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.

Loeks Theatres, Inc., 2121 Celebration Drive NE, Grand Rapids MI 49525, B (616) 447-4244 / C (616) 260-0552, Email: kshane@celebrationcinema.com

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

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 **Local Governmental Unit** 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: City of Lansing via email (city.clerk@lansingmi.gov)
 Celebration Banquets, L.L.C. via email (kshane@celebrationcinema.com)
 Houghton Ocean Ventures, LLC via email (ejguiney@gmail.com)

MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY, CHAIRMAN
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011



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! Cinema 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 Hoehn
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

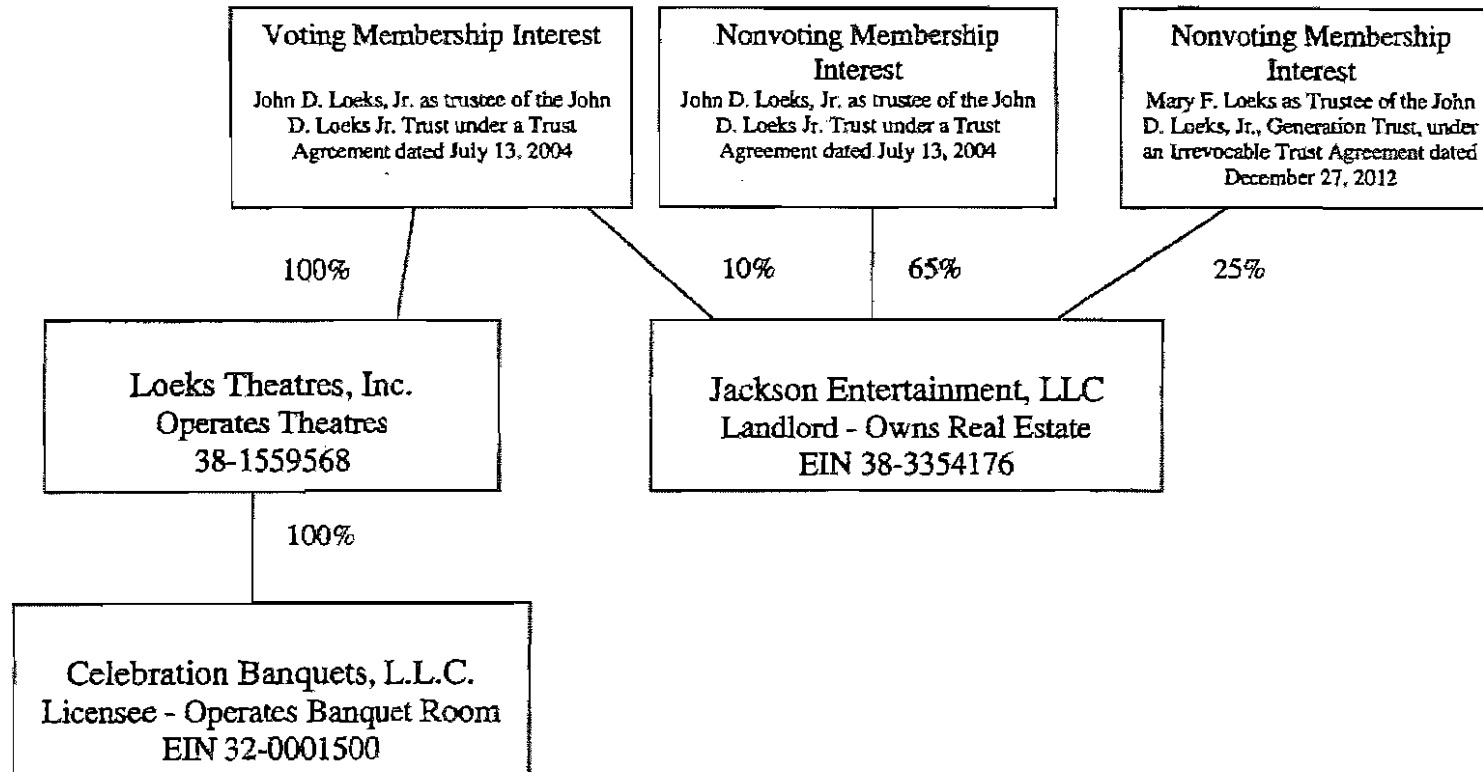


EXHIBIT B
CITY OF LANSING
ON-PREMISES ALCOHOL SALES APPLICATIONS

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
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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
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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 _____

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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
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☐ 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
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200 Edgewood Blvd.
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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
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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": ☒ Yes ☐ No		
Chain - 142384, 196852, 229445, 235864, 232200, 238366		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

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

4-3-17

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: fullerdd@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.

, 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 & Cumiskey, 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

- The street address of the location of the registered office is:
1400 28TH Street, SW Grand Rapids , Michigan 49509
(Street Address) (City) (ZIP Code)
- The mailing address of the registered office if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)
- 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.

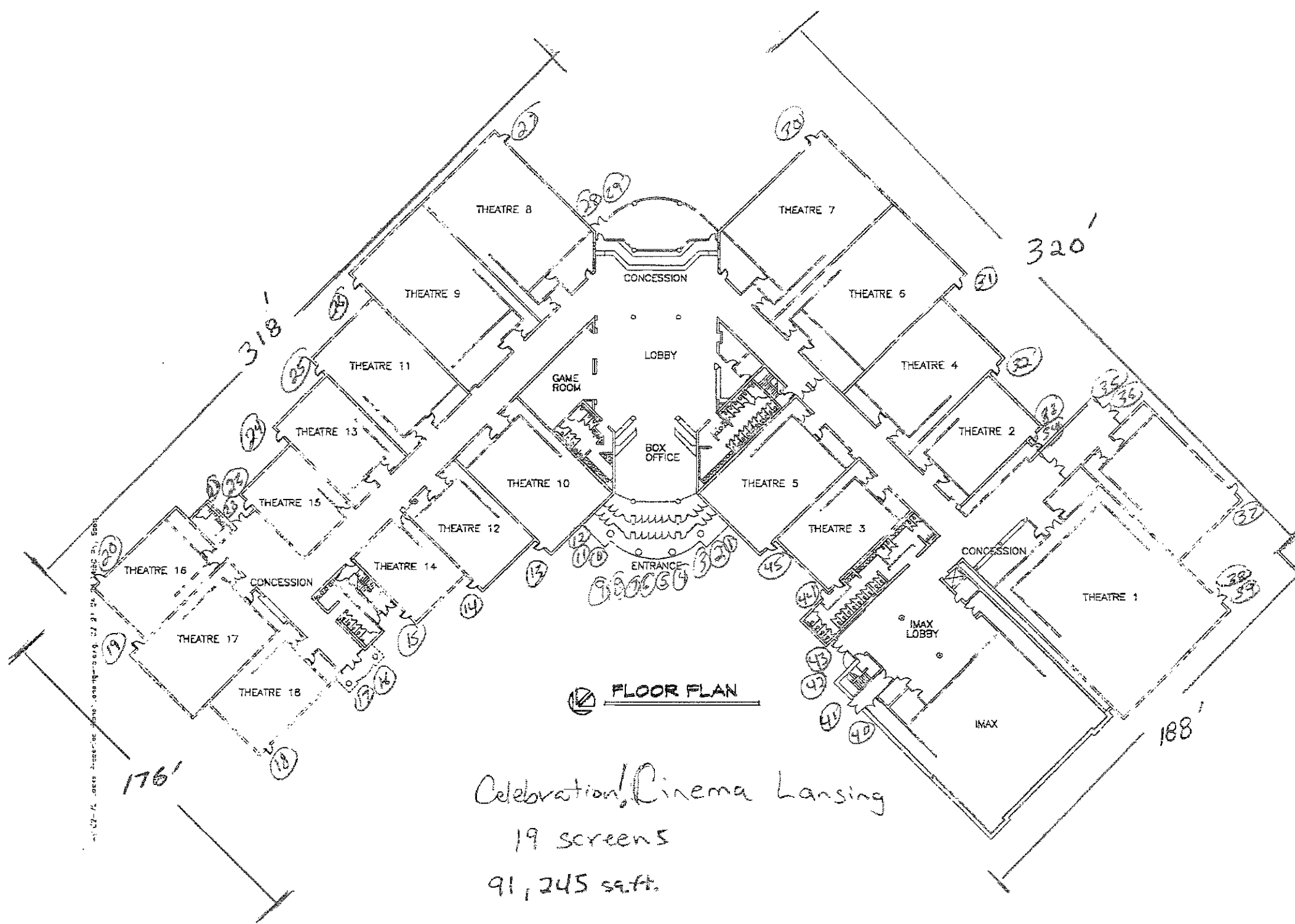
John D. Loeks III, President

CONCESSIONAIRE

Celebration Banquets, L.L.C.

John D. Loeks, Jr., Manager

BANQUETS



CCLA Floor

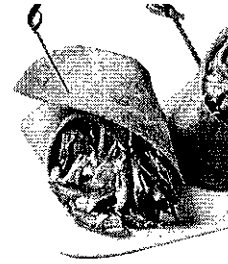


Fall 2016 Menu

Grand Rapids North - Knapps Corner

PREVIEWS

- Hummus & Pita Bread** 7
Baked pita bread served with a hummus spread
- Sidewinder Fries** 7
Twisted potato fries loaded with cheese & bbq sauce
- Soft Pretzel Sticks** 6
Served with jalapeño queso, stone ground mustard or cinnamon icing
- Mozzarella Sticks** 7
Topped with parmesan; served with marinara & ranch dipping sauce



SALADS & WRAPS

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

- Club** 9
Honey smoked turkey, maple ham, tomato, Swiss cheese & romaine mix; served with tangy ranch dressing
- Chicken Caesar** 9
Chopped romaine, grilled chicken, parmesan, & Caesar dressing
- Buffalo Chicken** 9
Romaine, crispy or grilled chicken, buffalo sauce, bleu cheese, three cheese blend, celery, tomato, & ranch



FEATURED ITEMS

- Nachos** 7
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*
- Angus Beef Pretzel Dog** 5
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*
- Boneless Wings** 9
Sauce: *buffalo, poblano bbq, teriyaki or garlic parmesan*
- Breadsticks** 7
Make them cheesesticks for \$1



FLATBREAD PIZZA

- Italian Job Pizza** 11
Sausage, pepperoni, caramelized red onions, green pepper, & tomato
- Great White Hype** 11
Tomato, mozzarella, basil, & fresh pesto
- Make Your Own Flatbread Pizza** 10
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



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** 8
Two Angus beef sliders topped with choice of toppings
- Pulled Pork Sliders** 8
Two pulled-in-house pork sliders smothered in our poblano bbq sauce, & topped with onion frizzles
- Chicken Sliders** 8
Two grilled or two crispy chicken sliders topped with lettuce & tomato; served with choice of sauce: *buffalo, poblano bbq, teriyaki or garlic parmesan*

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, Stoll, 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
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WE PROUDLY SERVE



**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. Loeks, 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

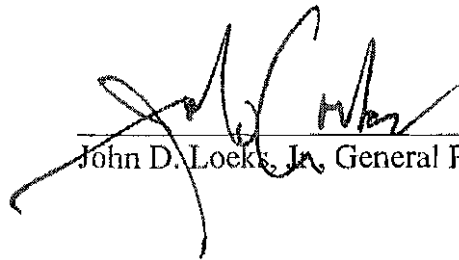
this Agreement or as set forth in any notice or change of address previously given in writing by the addressee to the addresser.

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.

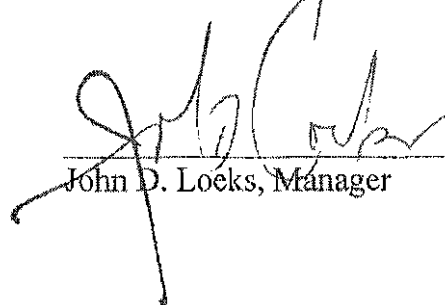
**CELEBRATION VILLAGE GR
LIMITED PARTNERSHIP**



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. (Dee 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.

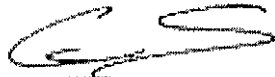
19. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

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, Sinc-Member

SELLER

Celebration Banquets, L.L.C.

John D. Locks, 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.

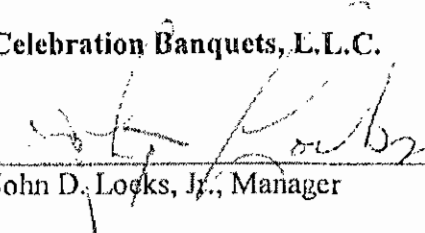
IN WITNESS WHEREOF, the parties have entered into this Agreement the date and year first above written.

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 **Looks 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 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 or 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 a 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, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain 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 waste 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

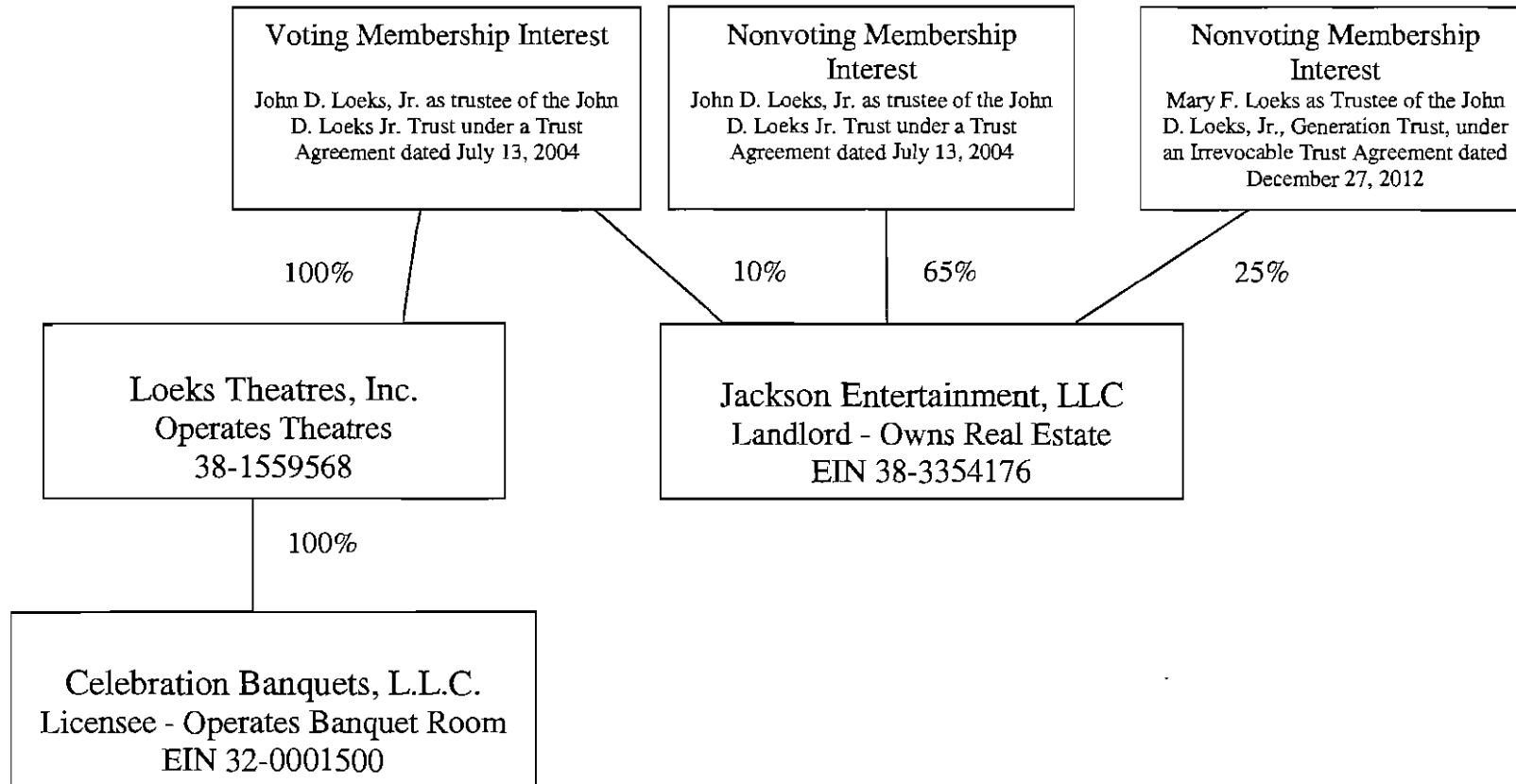
LANDLORD

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

John D. Loeks

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*

June 13, 2017

SENT VIA EMAIL ONLY

Sherrie Boak
City of Lansing
City Council Office Manager
124 West Michigan Avenue
Lansing, Michigan 48933

Re: City of Lansing – Celebration Banquets, L.L.C. (“Celebration”) Business Plan and Server Training Information

Dear Sherrie:

Thank you for the email message update. With this letter, we would like to provide the Committee with answers to the specific questions they had regarding 1) the business plan for Celebration’s Lansing location once it has a liquor license; and 2) server training at Celebration.

Lansing Business Plan

Once a liquor license is approved, Celebration will need to remodel the food and beverage stand which is estimated to cost somewhere between \$250,000 and \$500,000. We will, first, need to modify the kitchen area to accommodate the new, expanded menu. (A sample copy of the expected menu is attached.) The kitchen area will be on one side of the food and beverage stand and it will be enclosed with frosted glass.

The center area of the food and beverage stand will remain primarily unchanged, but the other side will be remodeled to accommodate the bar. Alcohol will be kept behind the counter as well as beer taps, coolers, etc.

Server Training

The MLCC only requires that one person at each licensed facility obtain alcohol service training certification. Celebration, however, requires that all of its managers, directors and staff who sell alcoholic beverages as a part of their job become certified. Celebration expects to have between 20-25 alcohol service trained persons working at its Lansing location.

Please look over this information and let me know if you have any further questions or if there is anything else I can do to assist you in this process. I am also attaching a

Sherrie Boak
June 13, 2017
Page 2

copy of the April 10, 2017 letter we sent to the City that may address additional questions the Committee may have. Please share all of this information with the Committee and any other parties you feel are appropriate.

We look forward to meeting with you again at the June 22 Committee meeting and the June 26 Commission meeting. Thank you for your help!

Very Truly Yours,

Fuller Law and Counseling, P.C.

A handwritten signature in blue ink that reads "Dee Dee Fuller".

Tania E. (Dee Dee) Fuller

TEK/

Enclosures

cc: Kenyon Shane, Celebration Banquets, L.L.C.
Kristin Kent, Celebration Banquets, L.L.C.



Fall 2016 Menu

Grand Rapids North - Knapps Corner

PREVIEWS

- Hummus & Pita Bread** 7
Baked pita bread served with a hummus spread
- Sidewinder Fries** 7
Twisted potato fries loaded with cheese & bbq sauce
- Soft Pretzel Sticks** 6
Served with jalapeño queso, stone ground mustard or cinnamon icing
- Mozzarella Sticks** 7
Topped with parmesan; served with marinara & ranch dipping sauce



SALADS & WRAPS

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

- Club** 9
Honey smoked turkey, maple ham, tomato, Swiss cheese & romaine mix; served with tangy ranch dressing
- Chicken Caesar** 9
Chopped romaine, grilled chicken, parmesan, & Caesar dressing
- Buffalo Chicken** 9
Romaine, crispy or grilled chicken, buffalo sauce, bleu cheese, three cheese blend, celery, tomato, & ranch



FEATURED ITEMS

- Nachos** 7
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
- Angus Beef Pretzel Dog** 5
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
- Boneless Wings** 9
Sauce: buffalo, poblano bbq, teriyaki or garlic parmesan
- Breadsticks** 7
Make them cheesesticks for \$1



FLATBREAD PIZZA

- Italian Job Pizza** 11
Sausage, pepperoni, caramelized red onions, green pepper, & tomato
- Great White Hype** 11
Tomato, mozzarella, basil, & fresh pesto
- Make Your Own Flatbread Pizza** 10
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



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** 8
Two Angus beef sliders topped with choice of toppings
- Pulled Pork Sliders** 8
Two pulled-in-house pork sliders smothered in our poblano bbq sauce, & topped with onion frizzles
- Chicken Sliders** 8
Two grilled or two crispy chicken sliders topped with lettuce & tomato; served with choice of sauce: buffalo, poblano bbq, teriyaki or garlic parmesan

DRAFT BEER

Premium Pint 7.00 / Tall 9.00

Founders All Day IPA

Beer Option TBD

Beer Option TBD

Essentials Pint 6.00 / Tall 8.00

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, Stolli, 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

WE PROUDLY SERVE



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*

April 10, 2017

Chris Swope, CMMC/CMC
City Clerk
City of Lansing
124 West Michigan Avenue
Lansing, Michigan 48933

Re: Celebration Banquets, L.L.C. – Application for Liquor License for
Celebration! Cinema Lansing & IMAX

Dear Chris:

I appreciate the recent opportunity to talk to you and am hoping with this letter and the attachments, we are providing all the information you need to obtain approval for the Celebration Banquets, L.L.C. liquor license transfer and to help you fully understand how Celebration Banquets, L.L.C. operates. As I explained, I represent Loeks Theatres, Inc. and Celebration Banquets L.L.C. We are acquiring a transferrable Resort C liquor license from Houghton Ocean Ventures, LLC. We plan to use this license at our Celebration! Cinema Lansing & IMAX location, which is located at 200 E. Edgewood Blvd., Lansing, Michigan 48911. In this letter, I will describe the history of Loeks Theatres, Inc., a Michigan corporation, ("Loeks Theatres"), Celebration Banquets L.L.C., a Michigan limited liability company ("Banquets"), and the operations plan at Celebration! Cinema Lansing & IMAX.

As we discussed, after reviewing your ordinance, I found that Section 830.06 (h) precludes a facility from obtaining a liquor license if films are shown with sexually explicit activities. As we discussed, some R rated films show sexually explicit activities, so we are hoping your Council will grant a variance or modify the ordinance to exclude movie theatres that do not show rated X movies. Please let me know what we should do to address this restriction.

Applicant History

The applicant is Banquets, which is the food and beverage company for Loeks Theatres. Celebration! Cinema Lansing & IMAX has operated in Ingham County since 1999.

The Loeks family has been in the theatre business in Michigan since the 1940's. We have attached an ownership chart so you see how these family owned and operated businesses are structured. As you can see, Banquets is 100% owned by Loeks Theatres. Although Banquets and Loeks Theatres are headquartered at Celebration! Cinema Grand Rapids North, each of its theatres are managed by local managers. The present manager at Celebration! Cinema Lansing & IMAX is Dan Boyer.

Banquets obtained its first liquor license in 2002 for its Celebration! Cinema Grand Rapids North location and now also operates Class C or Resort C liquor licenses at its theatres in Meridian Township (Lansing), Norton Shores (Muskegon), Portage (Kalamazoo) and Union Township (Mt. Pleasant) and, most recently at Celebration Cinema Woodland (Kentwood). We are applying for a liquor license for the Benton Harbor location at this time as well as this license in Lansing. At all of these locations, Banquets is authorized to sell beer, wine and spirits, and it plans to do the same in Benton Harbor and Lansing. Because Banquets owns and operates multiple liquor licenses in the state, it is deemed a chain operation by the Michigan Liquor Control Commission ("MLCC") and, correspondingly, its application process is somewhat streamlined.

The Loeks Theatre business was established by John "Jack" Loeks and was eventually taken over by his son, John D. Loeks, Jr., who is presently the CEO of Loeks Theatres. J. D. Loeks, John D. Loeks, Jr.'s son and Jack's grandson, is now president of Loeks Theatres and he is responsible for day to day management and overall company operations. Loeks Theatres serves Grand Rapids, Benton Harbor/St. Joe, Muskegon, Portage/Kalamazoo, Mount Pleasant and, of course, Lansing. Loeks Theatres has a long history of providing a safe, fun, family environment, and is devoted to complying with all laws and ordinances at its facilities and in the conduct of its business.

In recent years, movie theatres throughout the United States have begun serving alcoholic beverages to better serve customers and enhance their movie going experience. In Michigan, alcohol sales in theatres started on the east side of the state and, over time, serving alcohol has become a factor in making the theatre industry successful and profitable. Offering alcoholic beverage service on premise at Celebration! Cinema Lansing & IMAX will complement this line-up and provide a unique theatre experience option in the Lansing area.

Applications and Supporting Documents

Attached is your completed On-Premises Alcohol Sales Application, as well as a copy of the Michigan Liquor Control Commission ("MLCC") application documents and all required attachments that we submitted. The MLCC application includes the attached form LCC-100, Retail License and Permit Application. (Please note that the fingerprint documents are not required because Banquets is a chain licensee in Michigan.) Additionally, we have attached a blank copy of the LCC-106 that the MLCC will need from you to approve this transfer. Also attached, for your review, is the proposed menu, ownership chart and listing of Banquets' MLCC licensed facilities. We have also attached a diagram of the facility with all direct connections marked, and the building dimensions. The attached completed Report of Stockholders/Members/Partners (LCC-301), as well as a copy of Banquets' Articles of Organization and Operating Procedure were also required by the MLCC.

Finally, we have attached a copy of the draft Lease Agreement between Loeks Theaters and Banquets, as well as the Loeks Theatres Concession Agreement. With these

documents, as required by the MLCC, Banquets will be responsible for the premises as the Tenant, and it will grant Loeks Theatres a right to act as a Concessionaire at the facility for the purpose of operating the theatre business.

Celebration! Cinema Lansing Operations

Banquets plans to sell alcoholic beverages at the main concession counter in the center of the Celebration! Cinema Lansing & IMAX premises and it will dedicate the far right or left side to the bar area. Tickets, food and beverages will continue to be sold from that same concession counter as well. As a part of obtaining this license, Banquets plans to expand its food and beverage menu to offer more full meal options and alcoholic beverages pursuant to the proposed menu that we have attached.

Banquets has established very specific alcoholic beverage service policies and procedures that are followed at all of its licensed facilities to ensure that there will not be illegal sales. All of these policies and procedures will be followed at Celebration! Cinema Lansing & IMAX when it obtains its liquor license as well.

- The MLCC only requires that supervisory personnel in a licensed facility obtain alcohol service training certification. Banquets, however, requires that all of its managers, directors and staff who sell alcoholic beverages as a part of their job become certified. Banquets requires three certified individuals at each of its licensed facilities and Banquets normally has 15-20 certified persons at each of its licensed premises.
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- During each movie showing, ushers or guest relations employees quietly enter and move to the front of each respective auditorium to check the crowd to see if anyone: (i) is consuming alcoholic beverages inappropriately; (ii) is behaving badly; or (iii) requires assistance. These individuals are trained to address issues that come up, as applicable.
- Alcoholic beverages are served in clear cups that are very different from the cups used to serve non-alcoholic beverages, so it is much easier to see if minors are inappropriately consuming alcoholic beverages.

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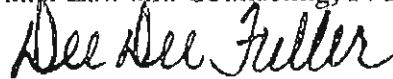
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Celebration Banquets is also more than happy to attend a Council Meeting to answer any questions any of the members have. If that is something you would like us to do, please let us know where and when the meeting will occur.

Please review this information and let us know if you need anything else in order to evaluate this request; my contact information is in the header of this letter. You may also contact Kenyon Shane, Vice President of Operations - Revenue Development, with questions. Kenyon is responsible for all food and beverage operations for the company and his office is at the Loeks Theatres headquarters in Grand Rapids. His direct dial telephone number is (616) 447-4244 and his cell phone number is (616) 260-0552. We look forward to hearing from you.

Very Truly Yours,

Fuller Law and Counseling, P.C.



Tania E. (Dee Dee) Fuller

TEK/akd

Enclosures

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

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*

April 10, 2017

Chris Swope, CMMC/CMC
City Clerk
City of Lansing
124 West Michigan Avenue
Lansing, Michigan 48933

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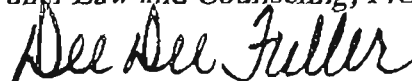
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Very Truly Yours,

Fuller Law and Counseling, P.C.



Tania E. (Dee Dee) Fuller

TEK/akd
Enclosures

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

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

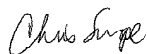
WHEREAS, the Committee has recommended proposed revisions to the City Council; and

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.

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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

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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.

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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.

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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

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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

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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.**

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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

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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.

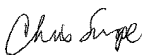
Rule 44. Council Parking. Each member of Council shall have a permanently assigned parking space in the basement of City Hall. These parking bays shall be

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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 17, 2017

Applicant/Licensee: Family Dollar Stores of Michigan, LLC (A Virginia Limited Liability Company)
c/o Sandra Boscia
sboscia@familydollar.com

RID # 902550 Reference/Transaction: New SDM license issued under 436.1533(5);
New Sunday Sales Permit (AM)

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: Family Dollar Stores of Michigan, LLC (A Virginia Limited Liability Company)

Business address and phone number: 726 E Michigan Ave, Lansing 48912, 757-321-5000

Home address and phone number of partner(s)/subordinates: Family Dollar Stores, Inc.,
500 Volvo Pkwy, Chesapeake, VA 23320 – 575-321-5000

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**

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 **Local Governmental Unit** 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



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

Tuesday, May 16, 2017
Michael J. Brown of Carlin Edwards Brown PLLC, Attorney
C/O ACAPULCO MEXICAN GRILL, INC.
mbrown@cebhlaw.com

RID # 902084 **Reference/Transaction:** TRANSFER OWNERSHIP ESCROWED 2017 CLASS C LICENSE FROM LANSING RETAIL CENTER L.L.C., TRANSFER LOCATION FROM 350 FRANDOR TO 300 N CLIPPERT, SUITE 17, LANSING, TRANSFER GOVERNMENTAL UNIT UNDER MCL 436.1531(1) FROM LANSING CITY TO LANSING TWP AND CHANGE LGU FROM L-199 TO L-187, NEW SDM LICENSE ISSUED UNDER MCL 436.1533(5)(A), NON-TRANSFERABLE, NEW SUNDAY SALES PERMIT (PM), NEW SUNDAY SALES PERMIT (AM)

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: ACAPULCO MEXICAN GRILL, INC.

Business address and phone number: 300 N Clippert St, Ste 17, Lansing 48912 (Ingham County)

Home address and phone number of partner(s)/subordinates:

Carmelo Vera, 2037 Haslett Rd., Haslett, MI 48864; Cell phone: 517-755-8009
Alfredo Melendez, 6945 N. Laredo Dr., McCordsville, IN 46055; Cell phone: 317-340-6819
Jose Carmen Vera-Mendoza, 5053 Madison Ave., Apt. A1, Okemos, MI 48864; Business phone: 517-622-0343; Cell phone: 773-263-6161
Lorenzo Vera, 841 Valley Circle Dr., Apt. 104, Saline, MI 48176; Business phone: 734-429-2267; Cell phone: 312-719-6975
Juan Carlos Vera-Mendoza, 2037 Haslett Rd., Haslett, MI 48840; Cell phone: 517-803-8942

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

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 **Local Governmental Unit** 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: ACAPULCO MEXICAN GRILL, INC. (300 N Clippert St, Ste 17, Lansing, MI 48912-4637)
LANSING RETAIL CENTER L.L.C. (333 Albert Ave, Suite 500, East Lansing, MI 48823-4394)
City of Lansing city.clerk@lansingmi.gov



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

May 12, 2017

Fuel Mart 3814 Inc
Frank Jajou
(8195888@gmail.com)

RID #904254

Reference/Transaction: New SDM license issued under MCL 436.1533(5) with Sunday Sales Permit (AM) and Gas Pumps 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: Fuel Mart 3814 Inc

Business address and phone number: 3814 W Jolly Rd, Lansing 48911

**Home address and phone number of partner(s)/subordinates:
Frank Jajou, 8377 Remir Dr, Sterling Heights, MI 48312**

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

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.**

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: City of Lansing (city.clerk@lansingmi.gov)



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

Tuesday, May 16, 2017
Farooq Cheema
C/O VALERO GAS STATION LLC
500 W Mt Hope
Lansing, MI 48910

RID # 862901 **Reference/Transaction:** New SDM License Issued Under MCL 436.1533(7),
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: VALERO GAS STATION LLC

Business address and phone number: 500 W Mt Hope, Lansing, MI 48910 (Ingham County)

Home address and phone number of partner(s)/subordinates:

Farooq Cheema, 500 W Mt Hope Lansing, MI 48910; Business phone: 517-485-2787; Cell phone: 517-391-9300

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

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.**

However, a copy of this notice is also being provided to **Local Governmental Unit** 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: VALERO GAS STATION LLC
City of Lansing city.clerk@lansingmi.gov



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

June 8, 2017
Lake Lansing Road Mobil Service, Inc.
c/o Richard W. Bratschi
rich.bratschi@gmail.com

RID #900133

Reference/Transaction: New SDM License Issued Under MCL 436.1533(7) with Sunday Sales Permit (AM) and 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: Lake Lansing Road Mobil Service, Inc.

Business address and phone number: 2704 Lake Lansing Rd, Lansing MI 48912

Home address and phone number of partner(s)/subordinates:

1. **Richard Bratschi: 4379 Zimmer Rd. Williamston MI 48895 B-(517) 484-2300 C-(517) 712-8968**
2. **Colleen K. Bratschi: 4379 Zimmer Rd. Williamston MI 48895 B-(517) 484-2300 C-(517) 712-8969**

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

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 **Local Governmental Unit** 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