



AGENDA
Committee on General Services
Thursday, July 27, 2017 @ 3:30 p.m.
City Council Conference Room, City Hall 10th Floor

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

1. Call to Order

2. Approval of Minutes:

- July 10, 2017

3. Public Comment on Agenda Items

4. Discussion/Action:

- A.) RESOLUTION – Claim Appeal; #1423; 1728 Pattengill Avenue
- B.) RESOLUTION – Claim Appeal for Property Tax; Eastside Community Action Center; 1001 Dakin St.
- C.) RESOLUTION – Claim Appeal; #1390; Aaron Wallace; 1015 Westmoreland Avenue
- D.) RESOLUTION - ORDINANCE – Review and Set a 2nd Public Hearing for New Amendments to 830.06- Liquor Licenses
- E.) RESOLUTION – Transfer of Ownership of Resort Class C License at 200 Edgewood Blvd., Celebration Banquets, LLC
- F.) RESOLUTION – Transfer of Ownership 2017 Class C & SDM Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern; 327 E Grand River Avenue; Unicorn LLC
- G.) RESOLUTION- Transfer of Ownership and Location of Class C license and for new SDM license and new Sunday (AM & PM) sales permit' 300 N Clippert Street, #17 Acapulco Mexican Grill Inc.
- H.) DISCUSSION – Council Rules

5. Other/Place On File

- New SDM License issued with Sunday Sales Permit (AM) and New Gas Pumps, Ba Brown LLC, 1000 E Mt. Hope
- Transfer Ownership of escrowed 2017 Class C and SDM licensed business with Sunday Sales Permit (PM), Specific Purpose Permit (Food), Dance-Entertainment Permit, Outdoor Service (1 Area), Catering Permit, and (2) Bars from Excellent Entertainment, LLC, to be held in escrow; New Living Quarters Permit, Seems Like As Good Idea, LLC, 601 E. Michigan Avenue

6. Adjourn



MINUTES

Committee on General Services

Monday, July 10, 2017 @ 4:30 p.m.

City Council Conference Room, City Hall 10th Floor

CALL TO ORDER

The meeting called to order at 4:30 by Council Member Washington

ROLL CALL

Councilmember Tina Houghton, Chair- absent

Councilmember Jody Washington, Vice Chair

Councilmember Carol Wood, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager

No Law present

Cathi Kiebler, Bluebell

Larry Grudt, Keys to Creativity

Public Comment on Agenda Items

No public comment at this time, but during agenda items.

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM JUNE 22, 2017 AS PRESENTED. MOTION CARRIED 2-0.

Discussion/Action

RESOLUTION – Community Funding Request; Keys to Creativity

Mr. Grudt informed the Committee the event date was changed to August 27th, but everything else on the application remains the same. He also noted it will be free event and hoped to make it an annual event. Council Member Wood suggested increasing the allowable amount from \$500 to \$1,000 for this request.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE COMMUNITY FUNDING FOR KEYS TO CREATIVITY IN THE AMOUNT OF \$1,000.00.
MOTION CARRIED 2-0.

RESOLUTION – Community Funding Request; Bluebell “NW#301

Ms. Kiebler was present to represent the neighborhood and was available for questions. Council Member Wood stated she had received an email from the neighborhood who were looking for funds to assist with the renting of the inflatables and rental of a karaoke machine.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR \$350 IN COMMUNITY FUNDING FOR BLUEBELL NW #301. MOTION CARRIED 2-0.

Adjourned at 4:39 p.m.

Submitted by Sherrie Boak, Office Manager,
Lansing City Council

Approved by the Committee on _____



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

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

NAME: Carlos Cuellar DATE: 5/18/17

MAILING ADDRESS: 624 Park Blvd.

CITY: Lansing STATE: MI ZIP CODE: 48910

TELEPHONE

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: 1728 Pattengill Ave. PARCEL NO. _____

DATE OF INCIDENT: 5/10/17 AMOUNT YOU WERE BILLED: \$560.00

TOTAL AMOUNT YOU ARE CONTESTING: \$560.00

TYPE OF ASSESMENT: Board Up Fees

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

Sliding glass door was broken out from a break in. I was not contacted and given a chance to fix the door. I should not be held liable.

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

RE: 1728 Pattengill Ave Lansing MI 48910

6-12-2017

Lansing City Council,

Please be advised that I am currently appealing the decision for denial. I am submitting an appeal in writing within my 30-day date period of the letter to the Lansing City Clerk to be placed on the council's agenda. I look forward to meeting with the council over this issue. My position is I should not be held liable when I was not contacted to address the situation. I should have been advised of the situation by the police so I could make sure to board the window myself. If this was done in the first place this mishap would have been avoided. I may be contacted at via phone at (517) 749-1069 and my primary address is 624 Park Blvd Lansing MI 48910. Thank you for your time.

Carlos Cuellar



RECEIVED
2017 JUN 16 AM 11:54
LANSING CITY CLERK



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

June 6, 2017

Carlos Cuellar
624 Park Blvd
Lansing, MI 48910

Re: Claim – 1728 Pattengill Ave

Dear Mr. Cuellar:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$560.00 for property located at 1728 Pattengill Ave, 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 blue ink that reads "Venus Kumar".

Venus Kumar
Paralegal

DATE: 5/23/2017

PPN: 33-01-01-20-37-201
DATE SUBMITTED: 5/05/2017
ADDRESS OF VIOLATION: 1728 Pattengill Avenue
LISTED TAXPAYER OF RECORD: Cuellar, Carlos
OTHER TAXPAYER OF RECORD:
CLAIMANT: Cuellar, Carlos
CLAIMANT'S ADDRESS: 627 Park Boulevard
East Lansing, MI 48823

1423

TYPE OF ACTIONS CONTESTED: Board Up
VIOLATION DATE: 5/05/2017
NOTIFICATION DATE: 5/05/2017
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$560.00
CONTRACTOR NAME - INVOICE NO. - DATE: Lansing Teen Challenge
LTC-127 5/05/2017
AMOUNT OF CLAIM: \$560.00

ADDITIONAL ACTIONS CONTESTED:

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

HISTORY:	Board Up 5/05/2017	Grass Violation 5/05/2017	Failure to Register 12/13/2016
CITATIONS IN PREVIOUS YEAR:	Grass Violation 5/17/2016	Trash Violation 7/07/2016	Trash Violation 9/21/2016

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was boarded on 5/05/2017 due to the property being open and accessible. Code Enforcement Officer Mike Morrison stated he was called to the residence by the Lansing Police Department and requested to contact the board up crew to secure the property. The City of Lansing is not required to contact the owner prior to securing the property board ups are done on an emergency basis. This office recommends denial of the claim.



TEEN CHALLENGE
INTERNATIONAL
LANSING, MICHIGAN

LANSING TEEN CHALLENGE COUNCIL WORK ORDER

FOR ACCOUNTS RECEIVABLE

Date: 5-5-17 Time: 2:30 PM Department Requesting _____ City of Lansing-PNDD Individual Requesting _____ Code Compliance _____
Location: 1728 PATTENGILL AVE. Building: HOUSE
Contact Person: MICHAEL MURRISON Phone: _____

RECORD OF MATERIAL USED OUT OF STOCK:

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT	WORK REQUESTED
2	SHEETS T11			BOARDED-UP BACK DOOR
2	PACKS OF NAILS			
				ARRIVE: 2:45 PM
				LEAVE: 2:55 PM

RECORD OF MATERIAL USED OUT OF STOCK:

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT	PERSONNEL	DATE	TIME TAKEN	PERSONNEL	DATE	TIME TAKEN
				RANDALL	5-5-17	10 min			
				UTL	5-5-17	10 min			

FORM COMPLETED BY:

Michael Randall

DATE COMPLETED:

5-5-17



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

Nuisance Fee Billing Statement

Date Created: 05/10/2017

Due Date: 06/09/2017

Pay Invoice In Full



CUELLAR CARLOS
624 PARK BLVD
EAST LANSING MI 48823

Inv Number: 00093584

Parcel: 33-01-01-20-379-201

Address: 1728 PATTENGILL AVE



Parcel: 33-01-01-20-379-201

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00093584		E17-03608	1728 PATTENGILL AVE	\$560.00
Fee Details:		Quantity	Description	Balance
		1.000	Title Search/Board-Up (Res) Admi	\$ 265.00
		295.000	Title Search/Board-Up (Res) Cont	\$ 295.00
Total Amount Due				\$ 560.00

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 Ave Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Notice Printed: 05/05/2017

Emergency Board-Up Notice

CUELLAR CARLOS
624 PARK BLVD
EAST LANSING, MI 48823

Inspection Type: Safety
Inspection Date: 05/05/2017
Compliance Due Date: 05/05/2017

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

Violation Location: 1728 PATTENGILL AVE
Parcel No: 33-01-01-20-379-201

The above referenced address was found to have certain violations of the Lansing Housing and Premises Code, Chapter 108. The following is a list of openings that were not able to be secured at time of inspection. All openings found at time of board up by the contractors were secured.

Front door / Rear door / Side door / Patio door / Front porch door

INSPECTOR COMMENTS: *SLIDING GLASS DOORS.*

Due to the condition of the structure this dwelling has been declared an **UNSAFE STRUCTURE**, and was boarded under section 109.2 of the Lansing Housing and Premises Code, Section 109 Emergency Measures.

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.

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

If you have any questions or concerns about complying within the time indicated, you may contact at (517) 483 4052 Monday through Friday between the hours of 8-9 - AM or 12-1 - PM.

Officer: Mike Morrison Mike.Morrison@lansingmi.gov

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

As specified by section 107 - Notices and Orders - a copy of this violation was sent to:
Owner of Record: CUELLAR CARLOS, , EAST LANSING, MI 48823



TEEN CHALLENGE
INTERNATIONAL
LANSING, MICHIGAN

LANSING TEEN CHALLENGE COUNCIL WORK ORDER

FOR ACCOUNTS RECEIVABLE

Date: 5-5-17 Time: 2:30 PM Department Requesting _____ City of Lansing-PNDD Individual Requesting _____ Code Compliance _____

Location: 1728 PATTERSON AVE

Building: HOUSE

Contact Person: MICHAEL MURPHY

Phone: _____

RECORD OF MATERIAL USED OUT OF STOCK:

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT	WORK REQUESTED
2	SHEETS 7'x11'			BOARDED-UP BACK DOOR
2	PACKS OF NAILS			
				ARRIVED: 2:45 PM
				LEAVE: 2:55 PM

RECORD OF MATERIAL USED OUT OF STOCK:

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT	PERSONNEL	DATE	TIME TAKEN	PERSONNEL	DATE	TIME TAKEN
				RANDALL	5-5-17	10 min			
				OUTL	5-5-17	10 min			

FORM COMPLETED BY:

Michael Randall

DATE COMPLETED:

5-5-17







RECEIVED JUN 23 2017

Email from Brian Jackson

City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

1440

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

NAME: Eastside Community Action Center DATE: 6-20-17
MAILING ADDRESS: 1001 DAKIN Street
CITY: LANSING STATE: MI ZIP CODE: 48912
TELEPHONE: Home () 517-281-4931 Work () 517-853-0414
Dr. STAN PARKER - Director

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: 4606 Ingham Street PARCEL NO. 33-01-01-31-405-232
DATE OF INCIDENT: _____ AMOUNT YOU WERE BILLED: 9666.87 If paid
TOTAL AMOUNT YOU ARE CONTESTING: 5306.27 If paid by 7-31-17 by 8-31-17
TYPE OF ASSESMENT: Property Taxes

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.

SEE - ATTACHED Letter For Details

Property Taxes have been assessed to us
As a non profit Agency with out notice
to us for 2015 and 2016 totaling over \$9000.00
If we had recieved notice back in 2015
We would have Addressed this matter
then. The City never sent us Tax Notices
We were informed by the County, After the fact

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

The East Side Community Action Center

1001 Dakin St.

Lansing, MI 48912

Phone 517-853-0414 Fax 517-853-0415

June 20, 2017

Councilwoman Carol Wood
Lansing City Council -10th Floor
120 W. Michigan Ave
Lansing, MI 48933

Dear Councilwoman Wood,

Re: Special Assessment/ Property Tax

This letter is to provide you information regarding our concern in how the City Assessor Office handled property tax assessment on our property at 4606 Ingham Street in Lansing.

Situation:

We obtained a house from Wells Fargo bank through their Community Reinvestment program in July 2015. The house would be part of our Housing Opportunity Program. We provide training opportunities for youth and adults for non- technical housing repairs. During the remainder of 2015 the house was vacant as we were working on another property on the eastside. Late in 2016 we received a tax bill from Ingham County Treasurer stating we owe taxes for 2015 and 2016. We contacted the county treasurer office and had several discussions explaining we were a nonprofit center and the home was being used consistent with our programs and we believed we should not be charged property tax. Several months when by and we did not get this matter resolved. Finally I arranged a meeting with the County Treasurer and was informed he could not do anything regarding the taxes because he only collects taxes for the city. The treasurer stated I needed to discuss my concerns with the City Assessor office. Several discussions took place with staff to no avail, then I arranged a meeting with Sharon Frishman in March of this year.

At this Meeting I was informed there was nothing she could do for us because we did not request tax exemption for 2016 when she send the 2015 and 2016 tax bill to us. I informed her that we never received a bill from the city assessor's office for taxes regarding 2015 or 2016. If we had I would have contacted her office. I informed her, the first tax bill we

"Changing lives by helping people, One at a time"

received came from the Ingham County treasurer office, and once I received it I did contact his office. She stated her office had sent bills to us. Again, I informed her we never received them. At this point she called her office to get the dates of when tax notices was sent out. Then she discovered her office sent tax notices to the wrong address. The notices went to the property which was vacant. At that point I informed her that in July 2015 the property was deeded to Eastside Community Action Center, and the county had the correct address. I inquired why didn't a notice come to our address as property owner.

She basically had no real answer, and re-stated it was too late to make us tax exempt for 2016. We then discuss taxes for 2017 and were granted tax exemption for 2017.

We believe if we had received tax notices in 2015 and 2016 we would have been tax exempt also. We have contacted Wells Fargo and they have agreed to assist us with paying 2015 taxes because taxes were not discuss at the closing due to the process being completed by mail instead of an in person meeting. As a result our request is to have 2016 taxes cancelled for our center. We do not believe we should be held responsible for a mistake the city made by sending the tax notices to the property only, and not to the property owner.

In closing, any assistance you can provide in this matter would be greatly appreciated. Our center does not sell anything; all of our services are free to the residents of the city. We receive donations from various donors and funds from grants. We don't have excess funds to pay for property taxes we believe we don't owe.

If you need additional information or have questions please contact me at my office.

Sincerely,

Stan Parker, Ph.D. LMSW
Executive Director

THE GENERAL PROPERTY TAX ACT (EXCERPT)
Act 206 of 1893

211.7kk Eligible nonprofit housing property; tax exemptions; duration; definitions.

Sec. 7kk. (1) Before December 31, 2014, the governing body of a local tax collecting unit may adopt a resolution to exempt from the collection of taxes under this act eligible nonprofit housing property. The clerk of the local tax collecting unit shall notify in writing the assessor of the local tax collecting unit and the legislative body of each taxing unit that levies ad valorem property taxes in the local tax collecting unit. Before acting on the resolution, the governing body of the local tax collecting unit shall afford the assessor and a representative of the affected taxing units an opportunity for a hearing.

(2) The exemption under subsection (1) is effective on the December 31 immediately succeeding the adoption of the resolution by the governing body of the local tax collecting unit or the issuance of a building permit for the eligible nonprofit housing property, whichever is later. The exemption under this section shall continue in effect for 2 years, until the eligible nonprofit housing property is occupied by a low-income person under a lease agreement, or until there is a transfer of ownership of the eligible nonprofit housing property, whichever occurs first. A copy of the resolution shall be filed with the state tax commission.

(3) Beginning December 31, 2014, a charitable nonprofit housing organization that owns eligible nonprofit housing property may apply to the state tax commission for an exemption from the collection of taxes under this act on a form prescribed by the department of treasury. The state tax commission, after consultation with the state treasurer or his or her designee, shall grant or deny the exemption within 60 days of receipt of the application for exemption and shall send written notification of its determination to the local tax collecting unit and to the charitable nonprofit housing organization. An exemption under this subsection is effective beginning December 31 in the year in which the state tax commission approves the exemption.

(4) Subject to subsection (6), for eligible nonprofit housing property that is, when transferred to the charitable nonprofit housing organization, a residential building lot, an exemption under subsection (3) shall continue in effect for the lesser of 5 years or until either of the following occurs:

- (a) The eligible nonprofit housing property is occupied by a low-income person under a lease agreement.
- (b) The eligible nonprofit housing property is transferred by the charitable nonprofit housing organization.

(5) Subject to subsection (6), for eligible nonprofit housing property that is not a residential building lot, an exemption under subsection (3) shall continue in effect for the lesser of 3 years or until either of the following occurs:

- (a) The eligible nonprofit housing property is occupied by a low-income person under a lease agreement.
- (b) The eligible nonprofit housing property is transferred by the charitable nonprofit housing organization.

(6) An exemption under subsection (3) shall be reduced by the number of years in which the eligible nonprofit housing property was exempt under subsection (1).

(7) As used in this section:

(a) "Charitable nonprofit housing organization" means a charitable nonprofit organization the primary purpose of which is the construction or renovation of residential housing for conveyance to a low-income person.

(b) "Eligible nonprofit housing property" means a residential building lot, a single family dwelling, a duplex, or a multiunit building with not more than 4 individual units, owned by a charitable nonprofit housing organization, the ownership of which the charitable nonprofit housing organization intends to transfer to a low-income person to be used as that low-income person's principal residence after construction of a single family dwelling, duplex, or multiunit building on the residential building lot is completed or the renovation of the single family dwelling, duplex, or multiunit building is completed.

(c) "Family income" and "statewide median gross income" mean those terms as defined in section 11 of the state housing development authority act of 1966, 1966 PA 346, MCL 125.1411.

(d) "Low-income person" means a person with a family income of not more than 80% of the statewide median gross income who is eligible to participate in the charitable nonprofit housing organization's program based on criteria established by the charitable nonprofit housing organization.

(e) "Principal residence" means property exempt as a principal residence under section 7cc.

(f) "Residential building lot" includes real property on which is located a structure that will be torn down within 1 year of transfer to the charitable nonprofit housing organization.

(g) "Transferred" means a transfer of ownership as defined in section 27a.

History: Add. 2006, Act 612, Imd. Eff. Jan. 3, 2007;—Am. 2014, Act 456, Imd. Eff. Jan. 2, 2015.

Popular name: Act 206



Virg Bernero, Mayor

CITY ASSESSORS OFFICE
Sharon Frischman, MMAO Assessor
3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4020
FAX: (517) 483-4101
www.lansingmi.gov



June 27, 2017

Information regarding Claim Form 1440

Claim Form 1440 is titled Claim Form – Special Assessments. The claimant is protesting ad valorem property taxes, not a special assessment. City Council does not have the authority to waive property taxes due.

I can take this matter to the July Board of Review for the 2016 tax year. The property is already exempt for 2017 under MCL 211.7o. An exemption for 2015 is not possible under the law, the exempt entity did not own the property on tax day for 2015 (12/31/14).

The confusion began when the claimant was told by someone other than the Assessor in 2015 that they would be exempt from taxes because they are a non-profit. Property tax exemptions must meet further requirements in addition to being non-profit, therefore, the city has an application process and property tax exemptions (with a few exceptions, including exemptions under MCL 211.7k) are approved by the Assessor.

Non-profit housing exemptions used to be under the authority of the City Council, however, exemptions under MCL 211.7k are required to be approved by the State Tax Commission beginning in 2015.

I certainly can't answer the question of why the mailing address was set to the property address instead of their office mailing address when the change of ownership was entered into the system by clerical staff in 2015. It's possible that was the address on the deed.

Respectfully

Sharon Frischman, City Assessor

RECEIVED FEB 02 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: Aaron Wallace DATE: 1-26-2017
MAILING ADDRESS: 1015 Westmoreland Ave
CITY: Lansing STATE: MI ZIP CODE: 48915
TELEPHONE: Home (517) 372-7124 Cell (517) 528-7754

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: 1015 Westmoreland Ave PARCEL NO. E16-16454
DATE OF INCIDENT: 1-17-2017 AMOUNT YOU WERE BILLED: 818.00
TOTAL AMOUNT YOU ARE CONTESTING: 818.00
TYPE OF ASSESSMENT: Trash-Contractor Charge

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.

Zack Driver the Co-compliance officer drives up and down our street at least 3 times a week. He doesn't wear a uniform, he is constantly harassing me and my neighbors. He is not suppose to be getting out of his car and coming on my property. He also has only mailed us 1 notice. He didnt even give us a notice that they weren't satisfied w/ the work we had done. Picking up 1 small brush pile of brush does not justify a \$818 fine. →

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

RECEIVED FEB 26 2017

DATE: 2/16/2017

PPN: 33-01-01-08-408-091
DATE SUBMITTED: 2/02/2017
ADDRESS OF VIOLATION: 1015 Westmoreland Avenue
LISTED TAXPAYER OF RECORD: Wallace, Aaron
OTHER TAXPAYER OF RECORD:
CLAIMANT: Wallace, Aaron
CLAIMANT'S ADDRESS: 1015 Westmoreland Avenue
Lansing, MI 48915

1390

TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 11/10/2016
NOTIFICATION DATE: 11/10/2016
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$818.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 17-T003 1/12/2017
AMOUNT OF CLAIM: \$818.00

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

HISTORY: Trash
Violation
11/10/2016

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 11/10/2016 with a compliance due date of 11/17/2016. The owner called and spoke with the Premise Officer at his residence on 11/21/2016 when the officer returned to recheck the property and agreed to give the owner a one week extension. The Premise Officer returned again on 11/29/2016 and stated he had made some progress and agreed to give him another extension. The Premise office made a third trip to the property to recheck the progress and all the same debris that was there the week before was still there. The officer submitted the property to be cleaned by the trash contractor and upon their arrival on 1/12/2017 they were ordered off the property by the claimant. The trash contractor called the Premise Officer to the property due to being meet by the claimant who was being verbally abusive. When the Premise Officer arrived two police cars pulled up and the claimant told the Premise Officer he would be going to jail. The police began talking with the home owner and they told the home owner to remove the violations while they stood by and the claimant told them he would get to it when he gets to it. The police then told the homeowner to back off and indicated to the trash contractor they were to go ahead with the trash removal and they would stand by until they were finished. All of our officers are in full uniform with the department name on all shirts and jackets. All of the cars driven by the officers have the City of Lansing symbol clearly placed on the driver's side and passenger doors. This office recommends denial of the claim and also would like to note that the hours reflected on the invoice also include the contractor have to standby until the Premise Officer arrived and the time it took the police to talk with the homeowner.

RECEIVED FEB 02 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: Aaron Wallace DATE: 1-26-2017
 MAILING ADDRESS: 1015 Westmoreland Ave
 CITY: Lansing STATE: MI ZIP CODE: 48915
 TELEPHONE: Home (517) 372-7124 Cell (517) 528-7754

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: 1015 Westmoreland Ave PARCEL NO. E16-16454
 DATE OF INCIDENT: 1-17-2017 AMOUNT YOU WERE BILLED: 818.00
 TOTAL AMOUNT YOU ARE CONTESTING: 818.00
 TYPE OF ASSESMENT: Trash-Contractor Charge

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.

Zack Driver the Co-compliance officer drives up and down our street at least 3 times a week. He doesn't wear a uniform, he is constantly harrassing me and my neighbors. He is not suppose to be getting out of his car and coming on my property. He also has only mailed us 1 notice. He didnt even give us a notice that they weren't satisfied w/ the work we had done. Picking up 1 small brush pile of brush does not justify a \$818 fine. →

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 #
1/15/2017	6022

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

property address
1015 Westmoreland Ave 33-01-01-08-408-091

Terms

work complete
1/15/2017

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
2	add hr	additional hour after 1	150.00	300.00
3	class 2	construction material after 3	26.00	78.00
		work complete 1/12/17		
		total yards 6		
		submitted by Zachary Driver		
All work is complete!			Total	\$553.00



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE
Code Compliance Section**

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

11/10/2016-owner mad zach warned him about front yard parking I explained the ordinance to him he said he has been parking that way for 21 yrs I said that doesn't make it right he wouldnt let me talk. I transferred him to susan in zoning/lmp

ZD 11-21-16: Spoke with owner on site. He appears to be stubborn with the ordinance. He has made some progress on the lumber that was located in the front yard. I granted a 1 week ext.

ZD 11-29-16: Spoke with tenant on site. He made slightly more progress. I am granting one final opportunity for the yard to be cleaned. I granted a 4 day ext.

ZD 12-1-16: Upon recheck, i knocked to speak with tenant. He greated me with vulger language and told me to leave. All of the same debris that I witnessed monday was still on site. I left the property and am working with zoning to also correct the business being ran out of the property.

ZD 1-12-17: Called out by clean up crew. Tenant called police. tenant says he is being harrassed. Police gave tenant an opportunity to start cleaning. He said he will get to it when he get's to it, so the police gave me the okay to clean the property. we took all items from the front yard that were in violation of the IPMC.

17-T003

1/25/2017-owner called wanted to talk with someone about his bill/he said he doesn't understand why we came out and cleaned the property he has city pick up for trash/we didn't talk about the bill after that he wanted to know what he could do and I told him it was printed right on the bill he got it says to file a claim with the City Attorney's Office and he said that what he was going to do/lmp



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

WALLACE AARON or Current Occupant
1015 WESTMORELAND AVE
LANSING, MI 48915-2101

Violation Date: 11/10/2016
Violation Location: 1015 WESTMORELAND AVE
Parcel No: 33-01-01-08-408-091
Compliance Due Date: November 17, 2016

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

Violation: Indoor type furniture in the outdoors

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Clothing/Cloth Products

Violation: Deteriorated metal product

Violation: Deteriorated Lumber

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

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

Code Officer: Zachary Driver (517) 702 4750

"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 12/20/2016

TAXPAYER: WALLACE AARON, 1015 WESTMORELAND AVE LANSING, MI 48915-2101

Location of Work:

Enf Num: E16-16454

Address: 1015 WESTMORELAND AVE

Lot No:

Description:

Parcel No: 33-01-01-08-408-091

Remove Trash and Debris

Work Authorized:

Violation: Indoor type furniture in the outdoors

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Clothing/Cloth Products

Violation: Deteriorated metal product

Violation: Deteriorated Lumber

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1

Authorized Cubic Yards: 4

Warning Comment:

I would suggesting going as early as you can. He will be confrontational.

Submitted By: Zachary Driver (517) 702 4750

This action is authorized by the Manager of Code Compliance



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: 01/17/2017

Due Date: 02/16/2017

Pay Invoice In Full



WALLACE AARON
 1015 WESTMORELAND AVE
 LANSING MI 48915-2101

Inv Number: 00087415

Parcel: 33-01-01-08-408-091

Address: 1015 WESTMORELAND A



Parcel: 33-01-01-08-408-091

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00087415		E16-16454	1015 WESTMORELAND AVE	\$818.00
Fee Details: Quantity Description				Balance
1.000 Trash - Admin Fee				\$ 265.00
553.000 Trash - Contractor Charge				\$ 553.00
Total Amount Due				\$ 818.00

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





















INTRODUCTION OF ORDINANCE

Council Member Houghton introduced:

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 Ordinance is referred to the Committee on General Service

RESOLUTION SETTING PUBLIC HEARING BY CITY COUNCIL

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for August 28, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering an 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.

Interested Persons are invited to attend this Public Hearing

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;~~

(E~~f~~) A person who has been convicted of a violation of any F~~f~~ederal or S~~s~~tate law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance, where such violation occurred on the licensed premises;

(F~~g~~) 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 S~~s~~tate MICHIGAN Liquor Control Commission rule or regulation of any other applicable City ordinance or S~~s~~tate law;

~~(h) 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.~~

~~(i) 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 (G) 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 (H) 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;~~

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

(J) 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: _____



Chris Swope
Lansing City Clerk

May 12, 2017

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

Dear Councilmembers:

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

Sincerely,

Chris Swope, CMC
Lansing City Clerk

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

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

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

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



City of Lansing, Michigan
On-Premises Alcohol Sales Application

Business Name: Celebration Banquets, LLC dba: _____

Business Address: 2121 Celebration Drive NE

City: Grand Rapids State: Michigan Zip: 49525

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

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

License(s) for which you are seeking Local Government Approval: Transfer of a transferable Resort C

License (24PTB) to 200 Edgewood Blvd, Lansing, Michigan (Celebration! 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 Koehn
Signature

4/11/17
Date

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

Subscribed and sworn to before me this

11th day of April, 2017.

Signature Michelle Felker

Printed Name Michelle Felker

Notary Public, Kent County, Michigan

My Commission Expires: 2/7/2020

Acting in the County of Kent

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

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

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

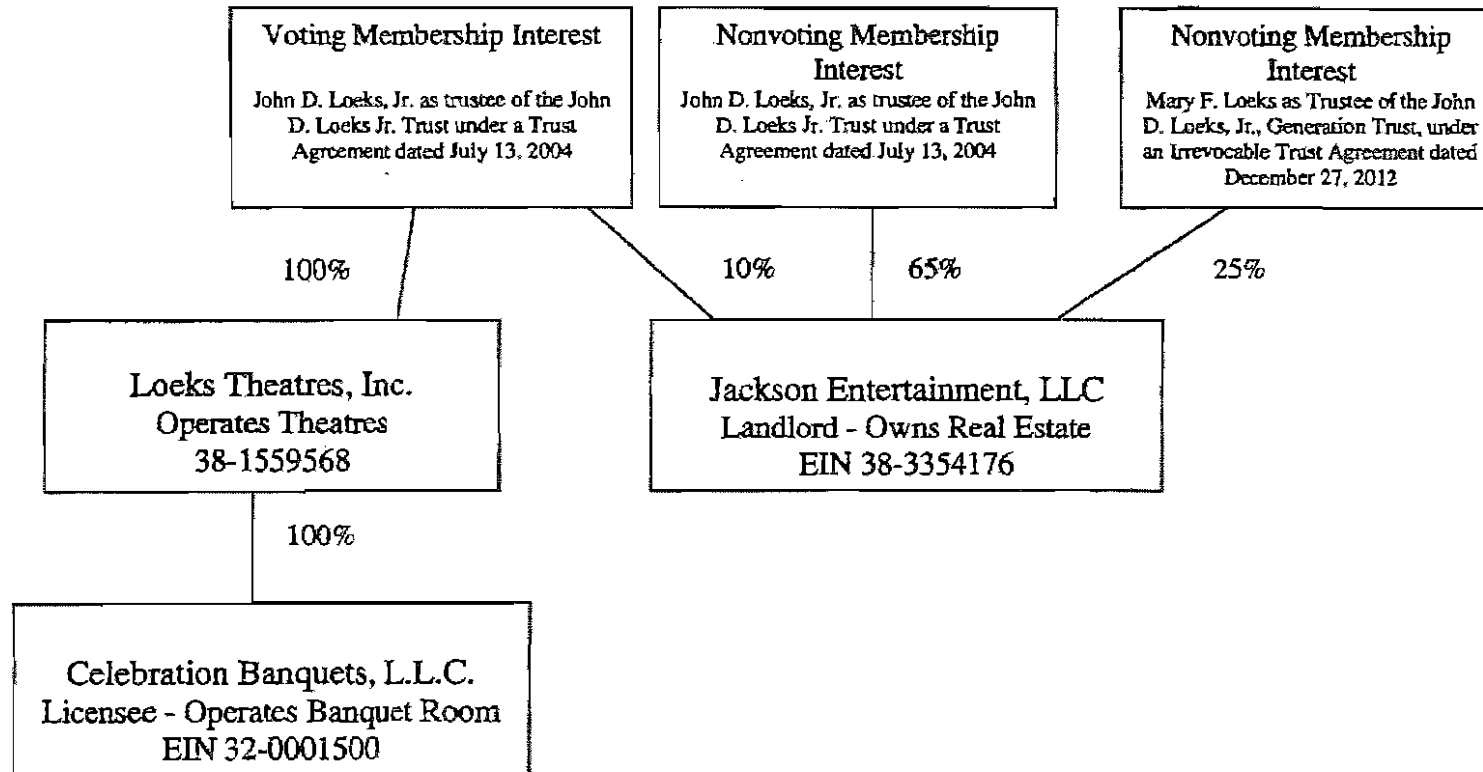


EXHIBIT B
CITY OF LANSING
ON-PREMISES ALCOHOL SALES APPLICATIONS

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

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

Loeks Theatres, Inc.

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

EXHIBIT C
CELEBRATION BANQUETS LICENSED LOCATIONS LISTING

Benton Harbor (Applying Now)

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

Grand Rapids

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

Kentwood

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

Lansing (Applying Now)

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

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

Mt. Pleasant

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

Muskegon

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

Portage

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



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

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

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

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

Location Approval

Signature & Date

✓ Chief of Police Det. [Signature] 478
Fire Marshal _____
Planning/Zoning _____
Building Comm. _____
Health Dept. _____
City Treasurer _____

Building Approval

Signature & Date

Date to City Council _____

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



637

Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

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

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

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

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

✓ Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer _____

Date to City Council _____

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



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

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

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

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

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

✓ Planning/Zoning [Signature] 4/19/17

Building Comm. _____

Health Dept. _____

City Treasurer _____

[Signature] 4/19/17

Date to City Council _____

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



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

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

NAME:

Celebration Banquets, LLC
200 Edgewood Blvd.
Lansing MI

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

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning _____

✓ Building Comm. _____

Health Dept. _____

City Treasurer _____

Date to City Council _____

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



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☒ Class C Resort
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Signature & Date

Signature & Date

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Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer _____

Tommy Good 4/18/17

Date to City Council _____

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



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

Retail License & Permit Application

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Retail License & Permit Application

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

Part 1 - Applicant Information

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

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

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

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

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

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

Part 3 - Licenses, Permits, and Permissions

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

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

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

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

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

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

Schedule A - Licenses, Permits, & Permissions

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

Off Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
☐ ☐ 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)** (Held with SDD License)	\$22.50
☐ 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:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
☐ ☐ 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	
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: fullerd@fullerlaw.biz
Would you prefer that we contact your attorney for all licensing matters related to this application?		☒ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?		☒ Yes ☐ No

Part 8 - Signature of Applicant

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

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

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

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

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

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

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

Michigan Department of Consumer and Industry Services

Filing Endorsement

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

for

CELEBRATION BANQUETS L.L.C.

ID NUMBER: B7049D

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

Filed on January 24, 2002 by the Administrator.

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



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

Andrew S. Metcalfe

, Director

Bureau of Commercial Services

From:

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

CAS 700 (10/98)

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.

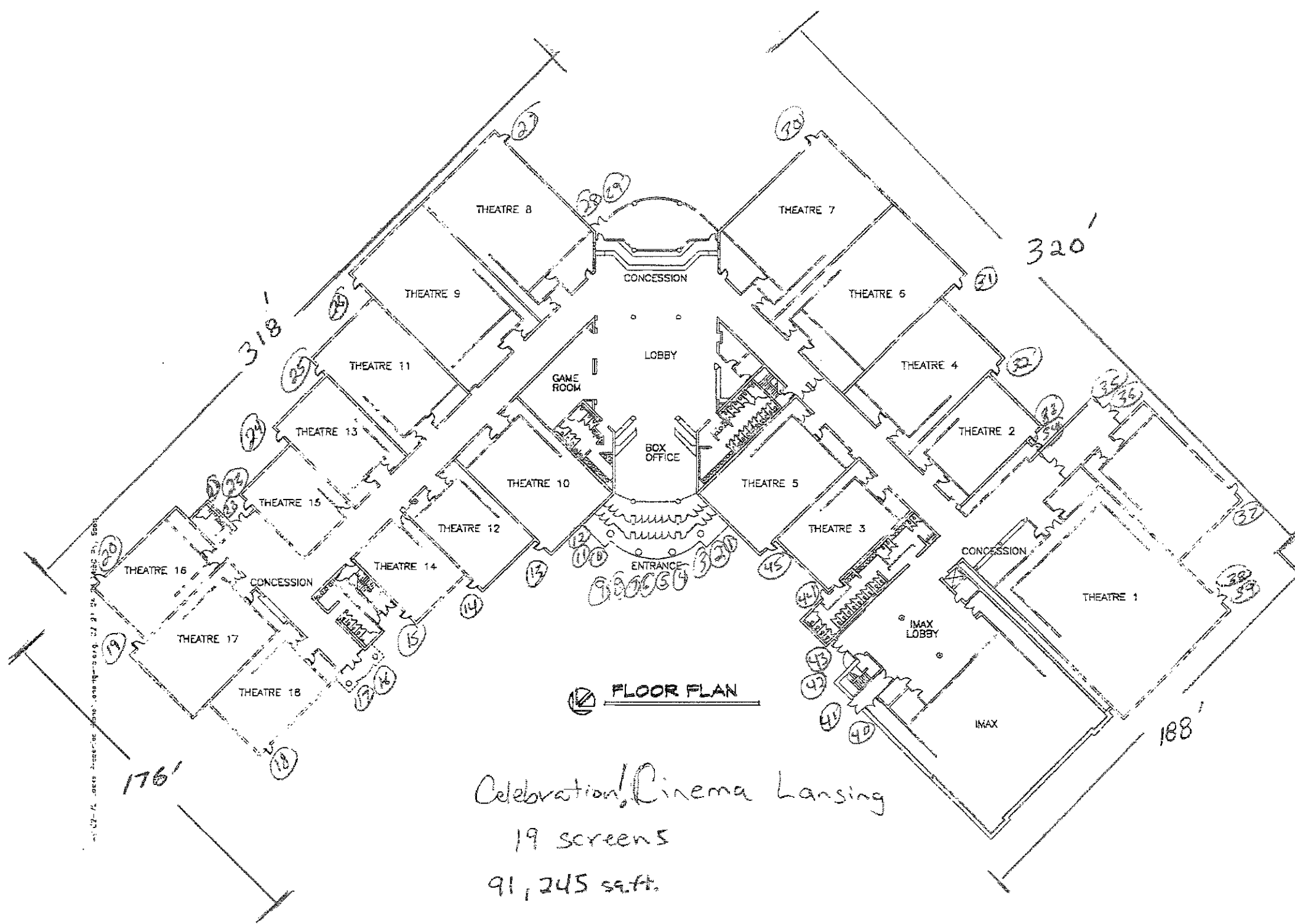
John D. Loeks III, President

CONCESSIONAIRE

Celebration Banquets, L.L.C.

John D. Loeks, Jr., Manager

BANQUETS



CCLA Floor

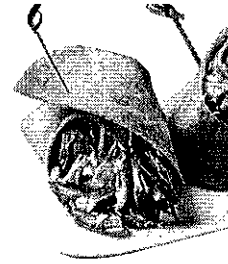


Fall 2016 Menu

Grand Rapids North - Knapps Corner

PREVIEWS

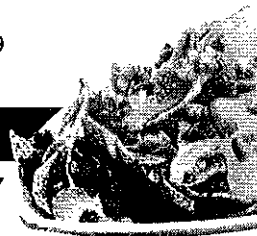
- Hummus & Pita Bread** 7
Baked pita bread served with a hummus spread
- Sidewinder Fries** 7
Twisted potato fries loaded with cheese & bbq sauce
- Soft Pretzel Sticks** 6
Served with jalapeño queso, stone ground mustard or cinnamon icing
- Mozzarella Sticks** 7
Topped with parmesan; served with marinara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

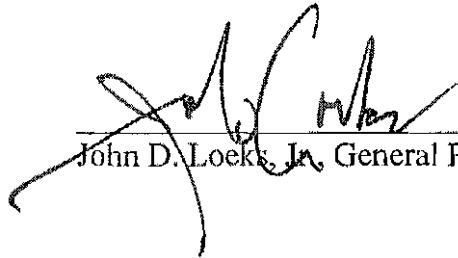
this Agreement or as set forth in any notice or change of address previously given in writing by the addressee to the addresser.

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.

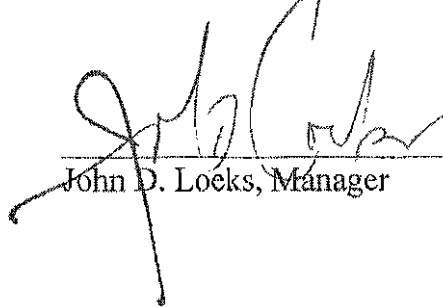
**CELEBRATION VILLAGE GR
LIMITED PARTNERSHIP**



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.

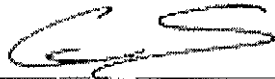
19. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

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

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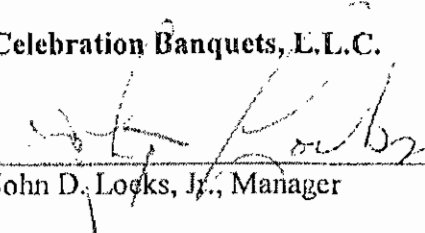
IN WITNESS WHEREOF, the parties have entered into this Agreement the date and year first above written.

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 tenantable, 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 mortgages, 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

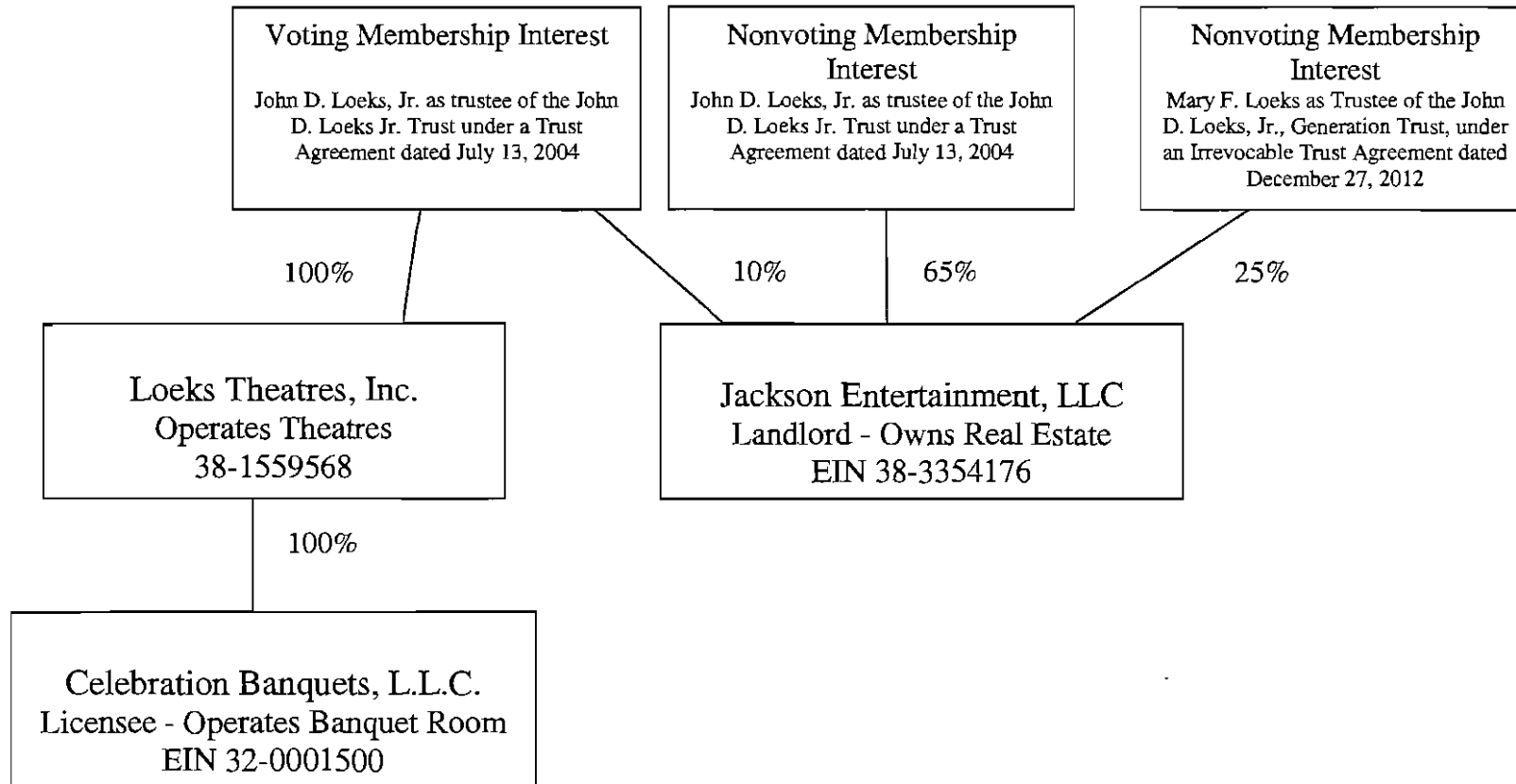
LANDLORD

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

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.



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	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, 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.
- Banquets will only sell one alcoholic beverage at a time to each confirmed adult. This means that one individual cannot purchase multiple alcoholic beverages and take them back to the auditorium to share with others. Each purchaser will need to leave the movie and return to the bar to obtain a second or third alcoholic beverage.
- To ensure employees are properly trained throughout all its licensed facilities, Banquets has on staff three certified alcohol management trainers and they train its servers.
- 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.

- If it appears that any individual has consumed too much alcohol at one of Banquets' locations, its policy is to provide, at no expense to the guest, food and/or beverages to the guest to help sober them, and a free cab ride home, if applicable.

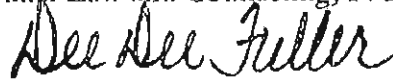
When arriving at Celebration! Cinema Lansing & IMAX, guests will purchase tickets, food and beverages at the front concession stand. From there, they will take them to the host stand where they will be directed to the proper auditorium. There will be no table service in the lobby; so all food and beverage will be consumed in the seats in the respective auditoriums. Banquets also plans to use the new liquor license for special events and parties at the premises and will have a separate rolling bar for that purpose. Loeks Theatres desires to offer its Celebration! Cinema Lansing & IMAX theatre goers a safe, family oriented, one stop theatre experience.

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.



Chris Swope
Lansing City Clerk

July 7, 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,

A handwritten signature in cursive script that reads "Chris Swope".

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 Unicorn, LLC to Transfer Ownership 2017 Class C & SDM Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern at 327 E. Grand River Avenue ; 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 Unicorn, LLC to Transfer Ownership 2017 Class C & SDM Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern at 327 E. Grand River Avenue ;



RECEIVED

City of Lansing, Michigan
On-Premises Alcohol Sales Application
MAY 15 PM 2:53
LANSING CITY CLERK

Business Name: Unicorn, LLC dba: Unicorn Lounge
Business Address: 327 E. Grand River Avenue
City: Lansing State: MI Zip: 48906
Main Contact Number: (517) 321-4616 Secondary Contact Number: ()
Michael J. Brown, Esq.
Email Address: mbrown@cehlaw.com
License(s) for which you are seeking Local Government Approval Class C and SDM

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
Patrick K. Giallespie (applicant)	Member/Officer	330 Marshall St., Ste 100 Lansing, MI 48912	

If an Individual, provide Applicant's:

Date of Birth: _____ Place of Birth: _____

What character of business do you intend to operate? bar/restaurant

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?

Feb. 27, 2017

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 ☐

If yes, what is the disposition of any such earlier application? All have been approved by
Lansing City Council and Michigan Liquor Control Commission

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) 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.

Patrick K. Sullivan
Signature

5/12/2017
Date

Subscribed and sworn to before me this

12 day of May, 2017.

Signature

Printed Name

Notary Public, Livingston County, Michigan

My Commission Expires: 8/26/2020

Acting In the County of Ingham

JAMIE SZUMLINSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Aug 26, 2020
ACTING IN COUNTY OF

Ingham

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

city.clerk@lansingmi.gov

Fax: 517-377-0068

lansingmi.gov/clerk

Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr.
Scott D. Edwards
Michael J. Brown

6017 West St. Joe Hwy., Suite 202
Lansing, Michigan 48917
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F. (517) 321-4642
www.cebhlaw.com

Metro Detroit/Oakland County
2055 Orchard Lake Road
Sylvan Lake, Michigan 48320
P. (248) 816-5000
F. (248) 816-5115
Northern Michigan
213 East Main St., 2nd Floor
Gaylord, Michigan 49735
P. (989) 688-5946
F. (989) 688-5901

March 24, 2017

Ms. Sharon Martin
Director of Licensing
Michigan Liquor Control Commission
525 West Allegan
Lansing, Michigan 48933

Via Hand Delivery

RE: **Application to transfer ownership of Class C License #604 with permits
and transfer ownership of SDM license #18589**

Applicant: Unicorn, LLC
Current Licensee: Unicorn Tavern, Inc. (BID: 391)
Address: 327 E. Grand River Ave., Lansing, MI 48906
(City of Lansing/Ingham County)

Dear Ms. Martin:

This firm represents the Applicant Unicorn, LLC ("Applicant") in this application to **transfer ownership** of the above-named Class C and SDM licenses with Sunday Sales and Dance permits.

Enclosed are the following:

- o \$930 filing fee (\$600 Class C; \$100 SDM; \$140 Investigation; Sunday Sales \$90)
- o LC 100 - Application, with completed pages 3 from both members
- o LCC 301 - Member Report for Applicant
- o LCC 301 - Report of Stockholders for Infantry Inc. (1% member of Applicant)
- o Purchase Agreement for Liquor Licenses
- o Lease
- o Certificate of Trust for Patrick K. Gillespie Trust u/a/d 7-30-99
- o Articles of Organization for Applicant
- o Operating Agreement for Applicant



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): Unicorn, LLC	
Address to be licensed: 327 E. Grand River Avenue	
City: Lansing	Zip Code: 48906
City/township/village where license will be issued: City of Lansing	County: Ingham
Federal Employer Identification Number (FEIN): ---	

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): Unicorn Tavern, Inc. (BID: 391)	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

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:	\$140.00	License & Permit Fees:	\$790.00	TOTAL FEES:	\$930.00
------------------	----------	------------------------	----------	--------------------	-----------------

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

Applicant name: Unicorn, LLC

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 2009, 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-301.

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

Name: Infantry, Inc. (1% member of Unicorn, LLC)		
Home address: 330 Marshall St., Ste 100		
City: Lansing	State: MI	Zip Code: 48912
Business Phone: ---	Cell Phone: ---	Email: --
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		
BID: 244322 (CUR, LLC)		
Do you hold 10% or more interest in the applicant entity? ☐ Yes ☒ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

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

Part 5c - Signature

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

Michael J. Brown, Attorney & Authorized Signer



3-29, 2017

Print Name

Signature

Date



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): Unicorn, LLC

Address: 330 Marshall St., Suite 100

City: Lansing

Zip Code: 48912

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:
not applicable		

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

not applicable

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:
Patrick K. Gillespie, Trustee of Patrick K. Gillespie Trust u/a/d 7-30-99	99%	2-25-17
Infantry, Inc., 330 Marshall St., Ste 100, Lansing, MI 48912	1%	2-25-17

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

MANAGER: Infantry, Inc., 330 Marshall St., Ste 100, Lansing, MI 48912

Lansing Businesses With Over 25% Interest

Business Name

Prudden Place Partners, LLC
Stadium Partners, LLC
Marketplace Partners, LLC
1306 E. Michigan, LLC
3335 E. Michigan, LLC
3411 E. Michigan, LLC
518 E. Shiawassee, LLC
Outfield Partners, LLC
800 E. Michigan, LLC
Prudden Place Partners Annex, LLC
Autumn Ridge Partnership, LLC
Infinite 505, LLC
325 N. Larch, LLC
600 E. Michigan, LLC
300 N. Larch, LLC
North Cedar, LLC
523 E. Shiawassee, LLC
237 Pere Marquette, LLC
637 E. Michigan, LLC
E. Michigan Houses, LLC
Marshall Street Armory, LLC



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☒ Class C
☐ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☒ Other: Sunday and Dance	

NAME:

Unicorn, LLC
Patrick Gillespie
330 Marshall St., Suite 100
Lansing MI 48912

THAT THE REQUEST: By Unicorn, LLC. for Transfer Ownership 2017 Class C & SDM
Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern at
327 E. Grand River Avenue

<u>Location Approval</u>	<u>Building Approval</u>
Signature & Date	Signature & Date
Chief of Police <u>Don. [Signature] 5/14/17</u>	_____
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 48933-1696
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
☐ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☒ Other: Sunday and Dance	

NAME:

Unicorn, LLC
Patrick Gillespie
330 Marshall St., Suite 100
Lansing MI 48912

THAT THE REQUEST: By Unicorn, LLC. for Transfer Ownership 2017 Class C & SDM
Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern at
327 E. Grand River Avenue

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal Marshall Blake 7-7-17 _____

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 48933-1605
517-403-4131 § 517-377-0068 FAX
Lansingmi.gov/clerk § city.clerk@lansingmi.gov



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

ACTION

- ☒ Transfer Ownership
☐ Transfer Location
☐ Add Partner
☐ Drop Partner
☒ Other: Sunday and Dance

TYPE OF LICENSE

- ☒ Class C
☐ SDD
☒ SDM
☐ Tavern

NAME:

Unicorn, LLC
Patrick Gillespie
330 Marshall St., Suite 100
Lansing MI 48912

THAT THE REQUEST: By Unicorn, LLC. for Transfer Ownership 2017 Class C & SDM
Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern at
327 E. Grand River Avenue

Location Approval

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning *[Signature]* 5/17/17

Building Comm. _____

Health Dept. _____

City Treasurer _____

Building Approval

Signature & Date

[Signature] 5/17/17

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
☐ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☒ Other: Sunday and Dance	

NAME:

Unicorn, LLC
Patrick Gillespie
330 Marshall St., Suite 100
Lansing MI 48912

THAT THE REQUEST: By Unicorn, LLC, for Transfer Ownership 2017 Class C & SDM
Licensed Business with Sunday Sales Permit (PM) and Dance Permit from Unicorn Tavern at
327 E. Grand River Avenue

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____ 5/18/17

Health Dept. _____

City Treasurer _____

_____ 5/18/17

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 48933-1605
517-483-4131 & 517-377-0068 FAX
Lansingmi.gov/clerk & city.clerk@lansingmi.gov

OFFICIAL USE ONLY

Approvals:

Police Department

Date

Fire Department

Date



City Treasurer

Date

PND – Building Safety

Date

PND - Zoning

Date

Health Department

Date

OFFICIAL USE

Amount paid: \$500

Date paid: 5/15/17

License #: _____

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1606
617-483-4131 • 617-377-0060 FAX

www.lansingmi.gov/clerk • city.clerk@lansing.mi.gov

S:\Clerk_Staff\License\Business Licenses\Cabaret.docx

(Rev. 2/17)

Page 3 of 4



Chris Swope
Lansing City Clerk

July 7, 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 Acapulco Mexican Grill, Inc to transfer ownership and location of Class C license and for NEW SDM license and NEW Sunday (AM+ PM) sales permit at 300 N. Clippert Street, #17, Lansing, MI 48912; 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 Acapulco Mexican Grill, Inc to transfer ownership and location of Class C license and for NEW SDM license and NEW Sunday (AM+ PM) sales permit at 300 N. Clippert Street, #17, Lansing, MI 48912 ;



**City of Lansing, Michigan
On-Premises Alcohol Sales Application**

Business Name: Acapulco Mexican Grill, Inc. dba: _____
 Business Address: 300 N Clippert St. #17
 City: Lansing State: MI Zip: 48912
 Main Contact Number: 517 489-9673 Secondary Contact Number: 517 755 8009
 Email Address: HaleyR4@hotmail.com
 License(s) for which you are seeking Local Government Approval Clerk and SOM

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
<u>Carmela Vera</u>	<u>President</u>	<u>2037 HAWLEY RD.</u> <u>HAWLEY MI 48840</u>
<u>Alfredo Melendez</u>	<u>Vice-President</u>	<u>6945 N Laredo Dr.</u> <u>MC. CORDSVILLE, IN 46005</u>
<u>Jose Carmen Vera Mendez</u>	<u>Secretary</u>	<u>15847 pastoral path</u> <u>EAST LANSING, MI 48804</u>
<u>Lorenzo Vera</u>	<u>Treasurer II</u>	<u>441 Spector Rd. Apt. 911</u> <u>LANSING, MI 48917</u>
<u>Juan Carlos Vera-Mendez</u>	<u>Treasurer I</u>	<u>307 N. Hayford</u> <u>LANSING, MI</u>

If an Individual, provide Applicant's:

Date of Birth: _____ Place of Birth: _____

What character of business do you intend to operate? RESTAURANT

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? 12/5/2016.

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 48933-1895
 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 ☒

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

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) 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.



Signature Carmelo Vera

Date 6/2/17

Subscribed and sworn to before me this

2nd day of June, 2017.

Signature Irene McGlinchey

Printed Name Irene McGlinchey

Notary Public, Livingston County, Michigan

My Commission Expires: 11-1-2018

Acting in the County of Eaton

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

Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr.
Scott D. Edwards
Michael J. Brown

6017 West St. Joe Hwy., Suite 202
Lansing, Michigan 48917
P. (517) 321-4617
F. (517) 321-4642
www.cebhlaw.com

Metro Detroit/Oakland County
2055 Orchard Lake Road
Sylvan Lake, Michigan 48320
P. (248) 816-5000
F. (248) 816-5115
Northern Michigan
213 East Main St., 2nd Floor
Gaylord, Michigan 49735
P. (989) 688-5946
F. (989) 688-5901

March 9, 2017

Ms. Sharon Martin
Director of Licensing
Michigan Liquor Control Commission
525 W. Allegan
Lansing, Michigan 48933

Via Hand Delivery

RE: **STEP 2 Application to transfer ownership and location of Class C license and for NEW SDM license and NEW Sunday (am+pm) sales permits**
(Step 1 - RID: 862959 from Tripper's, Inc. to Lansing Retail Center L.L.C.)
Applicant: Acapulco Mexican Grill, Inc.
Address: 300 N. Clippert Street, #17, Lansing, MI 48912
(City of Lansing/Ingham County)

2017 MAR -9 PM 1:31
MLCC LICENSING

Dear Ms. Martin:

We represent the above-named Applicant. On its behalf, we are applying to transfer ownership and location of Class C license from Lansing Retail Center L.L.C. to Acapulco Mexican Grill, Inc. Applicant is also requesting a new SDM license and new Sunday (am+pm) sales permits. Applicant will NOT transfer the additional bar nor any other permits previously held with the Class C license. This application should be considered a "Step 2" transfer with Step 1 identified above.

Enclosed are:

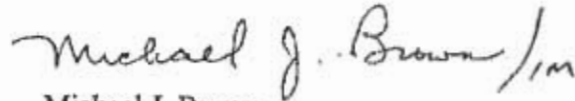
1. \$1,090 filing fee (\$600 Class C; \$100 SDM; \$140 Investigation; \$90 Sunday (pm) sales; \$160 Sunday (am) sales)
2. LCC-100 Application with five information sheets (page 4 of 5) for the five stockholders
3. Three Livescan fingerprint forms for previously-unlicensed stockholders (Carmelo Vera and Alfredo Melendez are already licensed)
4. LCC-301 Report of Stockholders

5. Liquor License Purchase Agreement **AND** Amendment to Liquor License Purchase Agreement
6. Lease
7. Articles of Incorporation for Applicant
8. Bylaws for Applicant

Please contact me if you have any questions.

Very truly yours,

CARLIN EDWARDS BROWN PLLC

A handwritten signature in cursive script that reads "Michael J. Brown /m".

Michael J. Brown
Direct Dial: (517) 321-4616
E-Mail: mbrown@cebhlaw.com

Enclosures
cc w/o enc: Carmelo Vera



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): Acapulco Mexican Grill, Inc.	
Address to be licensed: 300 N. Clippert St., #17	
City: Lansing	Zip Code: 48912
City/township/village where license will be issued: City of Lansing	County: Ingham
Federal Employer Identification Number (FEIN):	

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

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): Lansing Retail Center L.L.C.	
Current licensed address: 350 Frandor Avenue	
City: Lansing	Zip Code: 48912
City/township/village where license is issued: City of Lansing	County: Ingham

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:	\$140.00	License & Permit Fees:	\$950.00	TOTAL FEES:	\$1,090.00
------------------	----------	------------------------	----------	--------------------	-------------------

Schedule A - Licenses, Permits, & Permissions

Applicant name: Acapulco Mexican Grill, Inc.

Off Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
☒ ☐ SDM License	\$100.00	4012
☐ ☐ 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)** (Held with SDD License)	\$22.50
☐ 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: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$140.00

Total License Fee(s): \$700.00

Total Permit Fee(s): \$250.00

TOTAL FEES DUE: \$1,090.00

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:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
☐ ☐ 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	

B-Hotel or Class C Licenses Only:

☐ ☐ Additional Bar(s)

Number of Additional Bars: _____

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 that comes with the license.

On Premises Permits:	Base Fee:
☒ Sunday Sales Permit (AM)*	\$160.00 4033
☒ Sunday Sales Permit (PM)**	\$90.00 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: _____

Days/Hours requested: _____

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



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): Acapulco Mexican Grill, Inc.	
Address: 2037 Haslett Road	
City: Haslett	Zip Code: 48864

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:
Carmelo Vera, 2037 Haslett Rd., Haslett, MI 48864	250	12-5-16
Alfredo Melendez, 6945 N. Laredo Dr., McCordsville, IN 46055	200	12-5-16
Jose Carmen Vera-Mendoza, 5053 Madison Ave., Apt. A1, Okemos, MI 48864	200	12-5-16
Lorenzo Vera, 441 Spector Rd., Apt. 911, Lansing, MI 48917	150	12-5-16
Juan Carlos Vera-Mendoza, 2037 Haslett Rd., Haslett, MI 48840	200	12-5-16
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		
PRESIDENT: Carmelo Vera; VICE PRESIDENT: Alfredo Melendez; SECRETARY: Jose Carmen Vera-Mendoza; TREASURER II: Lorenzo Vera		
TREASURER I: Juan Carlos Vera-Mendoza		

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:
not applicable		
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
not applicable		



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:
not applicable		
Name and address of Managers, pursuant to administrative rule R 436.1111:		
not applicable		

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:	All officers and directors of Acapulco Mexican Grill, Inc.
Name & Title:	Michael J. Brown, Esq. of Carlin Edwards Brown PLLC
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.

Carmelo Vera

Print Name of Applicant or Licensee & Title

Carmelo Vera

Signature of Applicant or Licensee

1/28/17

Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - PROFIT

for

ACAPULCO MEXICAN GRILL, INC.

ID NUMBER: 07158P

received by facsimile transmission on December 5, 2016 is hereby endorsed.

Filed on December 5, 2016 by the Administrator.

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



Sent by Facsimile Transmission

**In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 5th day
of December, 2016.**

Julia Dale

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

CCL/CO-200 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING 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	EFFECTIVE DATE:
Address	
City State ZIP Code	

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

ARTICLES OF INCORPORATION**For use by Domestic Profit Corporations**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

ARTICLE I

The name of the corporation is:

ACAPULCO MEXICAN GRILL, INC.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares 1000

Preferred Shares

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

ARTICLE IV

1. The name of the resident agent at the registered office is: CARMELO VERA

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

2037 HASLETT RD.

HASLETT

Michigan

48864

(Street Address)

(City)

(Zip Code)

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

Michigan

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
ALEJANDRO MACOUZET	235 GREENCASTLE RD. SUITE B. TYRONE GA 30290

ARTICLE VI (Optional, Delete if not applicable)

When a compromise or arrangement or plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement of the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional, Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

ACAPULCO MEXICAN GRILL, INC.

Additional Provisions:

Adding Officers to the Corporation:

Owner / Percentage	Title	Home Address/Phone
Carmelo Vera 25%	PRESIDENT	2037 Haslett Rd. Haslett, MI 48854
Alfredo Malendez 20%	VICE-PRESIDENT	6945 N LAREDO DR. MC CORDSVILLE, IN 46055
Jose Carmen Vera-Mendoza 20%	SECRETARY	5053 MADISON AVE. APT A1. CKEMOS, MI 48864
Lorenzo Vera 15%	TREASURER II	441 Spector Rd. Apt. 911, Lansing MI 48917
Juan Carlos Vera-Mendoza 20%	TREASURER I	2307 HASLETT RD, HASLETT, MI. 48840



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☐ Class C
☒ Transfer Location	☐ SDD
☐ Add Partner	☒ SDM
☐ Drop Partner	☐ Tavern
☐ Other:	☒ Other: Sunday AM +PM

NAME:

Acapulco Mexican Grill, Inc.
300 N. Clippert Street, #17,
Lansing MI 48912

THAT THE REQUEST: By Acapulco Mexican Grill, Inc. for Application to transfer ownership and location of Class C license and for NEW SDM license and NEW Sunday (AM+ PM) sales permit at 300 N. Clippert Street, #17, Lansing, MI 48912, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal *cannot approve until inspection is complete Marshall Blake 6-7-17*

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
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Location Approval

Building Approval

DET Chief of Police	Signature & Date <i>DET. [Signature]</i> 4/15/11	Signature & Date _____
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>
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Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning [Signature] 6/13/17

Building Comm. _____

Health Dept. _____

City Treasurer _____

[Signature] 6/13/17

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:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☒ Transfer Ownership	☐ Class C
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Acapulco Mexican Grill, Inc.
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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 _____

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
☒ Transfer Location	☐ SDD
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300 N. Clippert Street, #17,
Lansing MI 48912

THAT THE REQUEST: By Acapulco Mexican Grill, Inc. for Application to transfer ownership and location of Class C license and for NEW SDM license and NEW Sunday (AM+ PM) sales permit at 300 N. Clippert Street, #17, Lansing, MI 48912, Ingham County

Location Approval

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer Jimmy Hard

Date to City Council _____

Building Approval

Signature & Date

Jimmy Hard

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

CITY OF LANSING

Receipt: 1340

06/06/17

CITY CLERK
124 W MICHIGAN AVENUE 9TH FLOOR

Cashier: MZuchowski
Received Of: ACAPULCO MEXICAN GRILL

The sum of: 1,450.00

523	LIQUOR LICENSE		1,450.00
		Total	1,450.00
	CHECKS	1003	1,450.00

Signed: _____

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

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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.

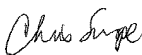
Rule 44. Council Parking. Each member of Council shall have a permanently assigned parking space in the basement of City Hall. These parking bays shall be

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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

June 13, 2017

Eugene Paul Rathbun Jr
% Seems Like A Good Idea, LLC
(paul@rathbunagency.com)

RID # 904399 Reference/Transaction: Transfer ownership of escrowed 2017 Class C and SDM licensed business with Sunday Sales Permit (PM), Specific Purpose Permit (Food), Dance-Entertainment Permit, Outdoor Service (1 Area), Catering Permit, and (2) Bars from Excellent Entertainment, LLC, to be held in escrow; Cancel existing SDM License, Sunday Sales Permit (PM), Specific Purpose Permit (Food), Dance-Entertainment Permit, Outdoor Service Area, Catering Permit, and Additional Bar Permit (leaving a total of 1 bar); New Living Quarters Permit.

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: Seems Like A Good Idea, LLC

Business address and phone number: 601 E Michigan Ave, Lansing 48912, Ingham County

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

Eugene Paul Rathbun Jr, 113 Pere Marquette Unit 222, Lansing MI 48912, B (517) 482-1316, Email: paul@rathbunagency.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)
Excellent Entertainment, LLC via email (schneiderdq@msn.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

