

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN
CITY COUNCIL CHAMBERS, 10TH FLOOR
LANSING CITY HALL
124 W. MICHIGAN AVENUE**



AGENDA FOR JANUARY 7 2019

TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council on Monday, January 7, 2019 at 7:00 p.m. at the Council Chambers, 10th Floor, City Hall.

I. ROLL CALL

II. MEDITATION AND PLEDGE OF ALLEGIANCE

Election of City Council President and Vice President for the Year 2019

III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS

Approval of the Printed Council Proceedings of December 10, 2018

IV. CONSIDERATION OF LATE ITEMS (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

V. TABLED ITEMS

VI. SPECIAL CEREMONIES

VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

VIII. COMMUNITY EVENT ANNOUNCEMENTS (Time, place, purpose, or definition of event – 1 minute limit)

IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

X. MAYOR'S COMMENTS

XI. SHOW CAUSE HEARINGS

XII. PUBLIC COMMENT ON LEGISLATIVE MATTERS (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes. Speakers must sign up on **blue** form.)

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

- A. REFERRAL OF PUBLIC HEARINGS**
- B. CONSENT AGENDA**
 - 1. BY THE COMMITTEE OF THE WHOLE
 - a. Election of President and Vice President of City Council for the Year 2019
- C. RESOLUTIONS FOR ACTION**
- D. REPORTS FROM COUNCIL COMMITTEES**
- E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings**
- F. ORDINANCES FOR PASSAGE**
- XIV. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS**
- XV. REPORTS OF CITY OFFICERS, BOARDS, AND COMMISSIONS; COMMUNICATIONS AND PETITIONS; AND OTHER CITY RELATED MATTERS (Motion that all items be considered as being read in full and that the proper referrals be made by the President)**
 - A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS**
 - 1. Letter(s) from the City Clerk re:
 - a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk's Office
 - b. Notification of Real Estate Purchase Agreement on File, City of Lansing and Michigan Senate, Townsend Parking Ramp located at 221 Townsend Street
 - c. Liquor License; Tannin, LLC for a transfer location of Class C Liquor License for 1620 E. Michigan Avenue, Lansing MI 48912
 - 2. Letter(s) from the Mayor re:
 - a. Appointment; James A. Houthoofd, Jr. as a member of the Saginaw Street Corridor Improvement Authority for a term to expire June 30, 2021
 - b. Appointment; Jeff McAlvey as a Member of the Elected Officers Compensation Commission for a term to expire June 30, 2025

- c. Appointment; Stephen Young as a Member of the Elected Officers Compensation Commission for a term to expire June 30, 2023
- d. Deficit Elimination Plan; Special Assessment Capital Project Fund
- e. Fee Changes; Todd Martin Youth Leadership Tennis
- f. Donation Acceptance; June Knostman Frances Park Fund
- g. Reappointments; Cassie Alley to the Elected Officers Compensation Commission and Christine M. Zarkovich to the Downtown Lansing Inc. Board

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

- 1. Letter from the Michigan Liquor Control Commission;
 - a. Transfer Ownership 2018 SDD & SDM licensed business with Sunday Sales Permit (AM & PM) from Pavneet, Inc. to L.M. Liquor Store, Inc. at 2110 W Jolly Rd, Lansing 48910
 - b. Transfer Ownership 2018 SDD License With Sunday Sales Permit (PM) Only from Zrad, LLC, and Transfer Location From 990 Decamp, Leslie To Kroger Company of Michigan, 443 Mall Ct, Lansing 48912
- 2. Claim Appeal; Claim #1632, June Mar Be for \$518 in trash fees at 2024 Hillcrest St.
- 3. Claim Appeal; Claim #1635, Steven W. Hanks for \$1824 in trash fees at 4614 Ballard Rd.

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

XIX. PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. Speakers must sign up on yellow form.)

XX. ADJOURNMENT

A handwritten signature in black ink that reads "Chris Swope". The signature is written in a cursive, flowing style.

CHRIS SWOPE, CITY CLERK

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, a nomination for President and Vice President for the Lansing City Council in 2019 was made on January 7, 2019; and

WHEREAS, Councilmember _____ made a motion to nominate Councilmember _____ as President; and

WHEREAS, Councilmember _____ made a motion to nominate Councilmember _____ as Vice President.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council elects Councilmember _____ as President and Councilmember _____ as Vice President for the Lansing City Council year of 2019.

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Chris Swope
Lansing City Clerk

January 4, 2019

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

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website:
<http://lansingmi.gov/AgendaCenter>

BOARD NAME

DATE OF MEETING

Historic District Commission Regular Meeting

October 8, 2018
Nov. 19, 2018

If my staff or I can provide further assistance or information relative to the filing of these minutes, please contact us at 483-4131.

Sincerely,

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

Chris Swope, CMC, CMMC
Lansing City Clerk



Chris Swope
Lansing City Clerk

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

Dear Councilmembers:

Pursuant to Article 8, Chapter 4, Section 8-403.3 of the Lansing City Charter, on December 20, 2018 the Mayor's Office placed on file in my office a Purchase Agreement for Property between the City of Lansing and Michigan Senate. for Townsend Parking Ramp located at 221 Townsend Street, City of Lansing, Michigan.

Under the Charter, a public hearing may be held on this matter on or after January 19, 2019

This document is available for review at the office of the City Clerk or at <http://www.lansingmi.gov/clerk> under the heading of Documents Placed on File.

Sincerely,

Chris Swope, MMC/CMMC
Lansing City Clerk

RECEIVED

2018 DEC 20 AM 8:10

REAL ESTATE PURCHASE AGREEMENT

This **Real Estate Purchase Agreement** (this "Agreement") is entered into effective December 19, 2018 (the "Effective Date"), by and between the **City of Lansing**, a Michigan municipal corporation, with offices located at 124 W. Michigan Avenue, Lansing, Michigan 48933 ("Seller"), and the **Michigan Senate**, established and existing pursuant to Article IV, Section 2 of the Constitution of the State of Michigan of 1963, with offices located at 201 Townsend Street, Suite 2500, Lansing, Michigan 48933 ("Purchaser"). Seller and Purchaser are sometimes collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. Seller is or will be the owner of certain real property, commonly known as the Townsend Parking Ramp, located in the City of Lansing, County of Ingham, State of Michigan, and legally described on the attached **Exhibit A** to this Agreement (the "Property").

B. Pursuant to Public Act 92 of 2001 (the "Act"), the Property is designated for use as a parking structure and is further subject to certain restrictions as stated in that certain quitclaim deed recorded at Liber 2936, Page 759, with the Ingham County Register of Deeds.

C. In accordance with the Act, Seller has reserved not fewer than 400 parking spaces for the benefit of Purchaser's employees for which there is an outstanding balance for parking fees currently owed to Seller from Purchaser.

D. Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser, subject to the terms and conditions of this Agreement, including but not limited to the resolution of the outstanding balance for parking fees.

E. The Parties acknowledge that this Agreement is made in full satisfaction of Seller's obligation to reserve not fewer than 400 parking spaces for the benefit of Purchaser's employees under the Act.

AGREEMENT

Now, therefore, the Parties mutually agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title, and interest in and to the Property, subject to the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price for the Property shall be Eighteen Million Dollars (\$18,000,000) (the "Purchase Price"), payable as follows:

A. **Deposit.** Within five business days after the Effective Date, Purchaser shall deposit in escrow with an escrow agent mutually agreed to by the Parties ("Escrow Agent") an earnest money deposit in the amount of One Million Dollars (\$1,000,000) (the "Deposit"), which sum shall be held by Escrow Agent in an interest-bearing account. The Deposit shall be applied against the Purchase Price at the Closing; however, if the transaction contemplated by this Agreement is not consummated, Escrow Agent shall return the Deposit, together with any interest earned, to Purchaser.

B. Closing. Purchaser shall pay Seller the balance of the Purchase Price, as may be adjusted as provided herein, by cashier's check or wire transfer at the Closing.

3. Outstanding Parking Fees. The Parties mutually agree to the following provisions in order to fully and finally satisfy the outstanding balance for certain parking fees owed to Seller from Purchaser.

A. Parking Payment. Within five business days after Seller obtains any necessary approvals under Paragraph 6, Purchaser shall pay Seller the sum of One Million Dollars (\$1,000,000) in full satisfaction of the outstanding parking fees relating to the not fewer than 400 parking spaces reserved for Purchaser's employees in the Property (the "Parking Payment"). The Parties mutually acknowledge and agree that the Parking Payment fully and finally satisfies all outstanding obligations related to such parking for the time period from September 1, 2015, until and including the date of Closing.

B. Failure to Proceed to Closing; Treatment of Parking Payment. If the transaction contemplated by this Agreement does not proceed to Closing, the Parking Payment shall fully and finally satisfy the outstanding obligation of Purchaser related to such parking for the time period from September 1, 2015, until and including December 31, 2018.

C. Failure to Proceed to Closing; Parking Agreement. If the transaction contemplated by this Agreement does not proceed to Closing, the Parties shall, in good faith, negotiate the terms of a new parking agreement effective January 1, 2019, whereby Seller shall reserve for Purchaser not fewer than 400 parking spaces in the Property for use by Purchaser's employees at a rate to be negotiated by the Parties, taking into account the number and location of reserved parking spaces, the duration of the agreement, and any other relevant factors. While negotiations remain ongoing, Seller shall allow continued, uninterrupted parking access to the Property for Purchaser's employees and continue to reserve not fewer than 400 parking spaces for such purposes. If the Parties agree to a new parking agreement, Purchaser shall promptly pay Seller the negotiated rate for all reserved parking spaces for the period commencing January 1, 2019, until the date of the new parking agreement, and thereafter as provided in the new parking agreement.

D. Failure to Proceed to Closing; Notice to Vacate. If the transaction contemplated by this Agreement does not proceed to Closing and the Parties are unable to agree to a new parking agreement under subparagraph C, Seller shall give Purchaser and Purchaser's employees not less than 60 days' notice to vacate the not fewer than 400 reserved parking spaces in the Property, and Purchaser shall pay Seller the prevailing market rate currently established for the Property for the reserved spaces for the period from January 1, 2019, until the date the subject parking spaces are vacated by Purchaser's employees.

E. Survival. All of the provisions of this Paragraph 3 shall survive whether or not the transaction contemplated by this Agreement proceeds to Closing and whether or not the Agreement is sooner terminated by either Party.

4. Title Insurance. Within 15 days after the Effective Date, Seller, at its expense, shall furnish to Purchaser a commitment (the "Commitment") for an ALTA fee owner's policy of title insurance (the "Title Policy") to be issued at the Closing by a title company mutually agreed to by the Parties. After receiving the Commitment, Purchaser shall have 10 business days to make any objections to the state and quality of title as evidenced by the Commitment. Upon receiving notice of any objections from Purchaser, Seller shall cure the objections to Purchaser's reasonable satisfaction, at Seller's expense, or notify Purchaser that Seller is unable or unwilling to cure the objection. If Seller fails to cure any objection prior

to the Closing, Purchaser may either (a) proceed to the Closing, in which case Purchaser shall be deemed to have waived the objection, or (b) terminate this Agreement without penalty, in which case Purchaser shall be entitled to the return of the Deposit. In the event any previously undisclosed exception to title is discovered at or prior to the Closing, Purchaser shall have the same rights to object to the exception, and Seller shall have 10 days to cure the objection to Purchaser's reasonable satisfaction. Notwithstanding anything to the contrary, Seller shall discharge or remove of record all monetary liens disclosed in the Commitment. Purchaser need not agree to accept, as a cure to any objection, the title company's agreement to insure over any objection made by Purchaser.

5. Inspection and Survey. Any time prior to the Closing, Purchaser may access the Property for purposes of conducting an inspection and survey of the Property, or any part of the Property. Any inspection or survey shall be at Purchaser's expense.

6. Seller Approvals. Purchaser acknowledges that the sale of the Property is contingent on the affirmative vote of two-thirds of the members of the Lansing City Council (the "City Council"). Seller makes no representation that the City Council members will approve this Agreement.

7. Delivery of Deed. At the Closing, Seller shall deliver to Purchaser a covenant deed, in substantially the form attached as **Exhibit B** to this Agreement (the "Covenant Deed"), conveying to Purchaser marketable, fee simple title to the Property, subject to any exceptions and reservations expressly provided for in the Covenant Deed.

8. Parking Agreement. Within 10 days of the Effective Date, the Parties shall negotiate, in good faith, the terms of an agreement under which Purchaser agrees to provide a total of not more than 228 covered parking spaces for Seller's employees on floors six through eight of the Property at a rate of \$110 per space (to be adjusted annually by the Detroit consumer price index), for an initial term of five years, which term may be renewed, at Seller's option, for four additional five-year terms (the "Parking Agreement"). The Closing of the transaction contemplated by this Agreement shall be contingent on the Parties' entering into the Parking Agreement, which, when finalized, shall be attached as **Exhibit C** hereto and made a part hereof.

9. Conditions Precedent to Closing. Each Party's obligation to proceed to the Closing shall be conditioned on the satisfaction or written waiver, by the applicable Party, of each of the following conditions precedent:

A. Purchaser shall be satisfied with the title conditions of Paragraph 4 and with the inspection and survey, if any, obtained under Paragraph 5.

B. All of Seller's representations and warranties shall be true and correct as of the Effective Date and on the date of the Closing.

C. Prior to the Closing, Seller shall have caused the title company to deliver to Purchaser, at Seller's expense, an update of the Commitment, which shall confirm the resolution of any objections to the state and quality of title raised (but not waived) by Purchaser pursuant to Paragraph 4 and otherwise reaffirm the title company's commitment to issue the Title Policy.

D. Seller shall certify to Purchaser that no material adverse change has occurred in the condition of the Property.

E. No action or proceeding to restrain, prohibit, or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachment, garnishment, levy, or lien shall be filed or in effect regarding the transaction contemplated by this Agreement.

F. The Parties shall execute the Parking Agreement.

G. Purchaser shall agree, by restriction stated on the Covenant Deed, to allocate a total of 50 parking spaces in the Property for a period of 20 years for the benefit of the public. Purchaser, in its discretion, may charge a reasonable market rate for use of parking spaces allocated for the public.

H. Purchaser shall remit to Seller the Parking Payment.

I. Seller shall obtain any approval required by the Lansing Building Authority, the Tax Increment Financing Authority, and any other municipal or governmental authority or agency to release their respective interests in and to the Property and to extinguish any encumbrances affecting the Property.

J. The City Council will have issued its approval to consummate the transaction contemplated by this Agreement.

10. Taxes and Assessments. The Parties acknowledge that the Property, under Seller's ownership, has not been subject to taxation and shall not be subject to taxation under Purchaser's ownership. In the event any taxes or assessments have been or will be levied against the Property, Seller shall pay all taxes and assessments attributable to the Property that are due and payable as of the Closing, and Purchaser shall pay all taxes and assessments attributable to the Property after the date of the Closing.

11. Representations and Warranties.

A. Seller represents and warrants to Purchaser as follows:

(i) The execution, delivery, and performance of this Agreement do not violate any contractual or other obligations of Seller.

(ii) Except as otherwise stated in this Agreement and pending approval of City Council, Seller is duly and validly authorized to execute this Agreement with full power to enter into and perform under this Agreement, and each individual executing and delivering this Agreement on behalf of Seller has authority to do so.

(iii) Seller has not received any notice and does not have any actual knowledge of any alleged violation of any federal, state, or local law affecting the Property.

(iv) Except as listed in **Exhibit D** to this Agreement, there are no leases or other contracts affecting the Property.

(v) To Seller's knowledge, the Property has not been used for disposing, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing,

processing, or transporting any hazardous waste or hazardous substance, as those terms are defined in applicable state and federal law.

B. The representations and warranties of Paragraph 11(A) shall survive the Closing for a period of one year.

C. Purchaser represents and warrants to Seller that Purchaser is duly and validly authorized to execute this Agreement with full power to enter into and perform under this Agreement, and each individual executing and delivering this Agreement on behalf of Purchaser has authority to do so, but no such individual shall be personally liable hereunder.

12. Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the offices of Escrow Agent at the date and time agreed to by the Parties after all conditions precedent to the Closing have been satisfied or waived in writing; provided, however, that the Closing shall take place no later than February 15, 2019. Prior to or at the Closing, the following documents shall be executed by the appropriate Party and delivered to Escrow Agent:

A. the Covenant Deed;

B. a property transfer affidavit;

C. Michigan real estate transfer tax valuation affidavit;

D. a recertification of warranties by Seller;

E. a resolution by City Council evidencing Seller's authority to enter into this Agreement and of the authority of Seller's named representative to execute all documents reasonably necessary to consummate the transaction contemplated by this Agreement;

F. a closing statement mutually agreed to by the Parties;

G. the Parking Agreement; and

H. any other documents reasonably required by Escrow Agent or necessary to consummate the transaction contemplated by this Agreement.

All documents to be signed by both Parties shall be signed in counterparts and deposited with Escrow Agent. No documents shall be dated, and Escrow Agent shall date the documents as of the date of the Closing. Possession of the Property shall be delivered to Purchaser at the Closing.

13. Adjustments to Purchase Price. The Purchase Price shall be adjusted at the Closing in accordance with the allocation of closing costs to each Party, as provided in **Exhibit E** to this Agreement. Seller shall pay all applicable transfer taxes, if any, arising from the transaction contemplated by this Agreement.

14. Default by Seller. In the event of a default by Seller, Purchaser, as its sole and exclusive remedy, may terminate this Agreement without penalty, in which case Purchaser shall be entitled to the return of the Deposit, and Seller shall retain the Parking Payment in accordance with Paragraph 3(B).

15. Default by Purchaser. In the event of a default by Purchaser, Seller, as its sole and exclusive remedy, may elect to terminate this Agreement without penalty.

16. Broker. The Parties each represent and warrant to the other that no broker has been engaged in connection with the transaction contemplated by this Agreement. The Parties shall each indemnify the other against any costs, claims, or expenses, including reasonable attorney's fees, arising out of a breach of the foregoing representation by the indemnifying party. The indemnification provision of this Paragraph 16 shall survive the Closing or termination of this Agreement.

17. Notice. Any notice required or permitted under this Agreement shall be in writing and deemed to have been served and given when (a) delivered in person to the Party to whom the notice is given; (b) sent via U.S. mail, postage prepaid, by registered or certified mail, return receipt requested; or (c) deposited with a nationally recognized overnight courier service. Notices shall be addressed to the Parties at their respective addresses as follows:

If to Seller:	City of Lansing Attn: Mayor Andy Schor 124 West Michigan Avenue Lansing, Michigan 48933
With a copy to:	City Attorney James D. Smiertka 124 West Michigan Avenue Lansing, Michigan 48933
If to Purchaser:	Michigan Senate Attn: Jordan C. Hankwitz 201 Townsend Street, Suite 2500 Lansing, Michigan 48933
With a copy to:	Scott Hughes, General Counsel Capitol Building 100 N. Capitol Avenue, S-106 Lansing, Michigan 48933

18. Publicity. Prior to the Closing, unless disclosure of information is required by law, any news releases or other media releases to the public of information with respect to the sale and purchase of the Property or any matters set forth in this Agreement shall be mutually agreed upon by the Parties before being released.

19. Further Assurances. Each Party shall do and perform, or cause to be done and performed, such further acts and things (including the execution and delivery of such other agreements) as the other Party may reasonably request in order to carry out the intent of the Parties and accomplish the purposes of this Agreement and the consummation of the transaction contemplated by this Agreement. The provisions of this Paragraph shall survive the Closing.

20. Entire Agreement; Amendment. This Agreement embodies the entire agreement of the Parties concerning the subject matter of this Agreement. No amendment of this Agreement shall be binding on either Party unless set forth in a written agreement executed by both Parties.

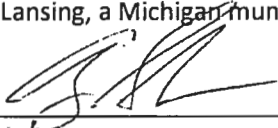
21. Governing Law. Michigan law governs this Agreement.
22. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.
23. Construction. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. This Agreement shall be interpreted in light of the probable intent of the Parties.
24. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a Party will be effective as an original.
25. Recitals. The Parties mutually acknowledge and agree that the recitals to this Agreement are true and correct and are incorporated herein by reference.

[Signatures on following page]

The Parties have executed this Agreement as of the Effective Date.

SELLER

City of Lansing, a Michigan municipal corporation

By: _____

Andy Schor
Mayor

PURCHASER

Michigan Senate, established and existing pursuant
to Article IV, Section 2 of the Constitution of the
State of Michigan of 1963

By: _____

Arlan B. Meekhof
Senate Majority Leader

By: _____

Jordan C. Hankwitz
Director, Senate Business Office

The Parties have executed this Agreement as of the Effective Date.

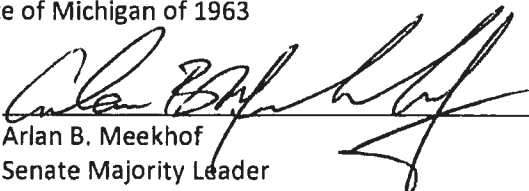
SELLER

City of Lansing, a Michigan municipal corporation

By: _____
Andy Schor
Mayor

PURCHASER

Michigan Senate, established and existing pursuant
to Article IV, Section 2 of the Constitution of the
State of Michigan of 1963

By:  _____
Arlan B. Meekhof
Senate Majority Leader

By: _____
Jordan C. Hankwitz
Director, Senate Business Office

The Parties have executed this Agreement as of the Effective Date.

SELLER

City of Lansing, a Michigan municipal corporation

By: _____
Andy Schor
Mayor

PURCHASER

Michigan Senate, established and existing pursuant
to Article IV, Section 2 of the Constitution of the
State of Michigan of 1963

By: _____
Arlan B. Meekhof
Senate Majority Leader

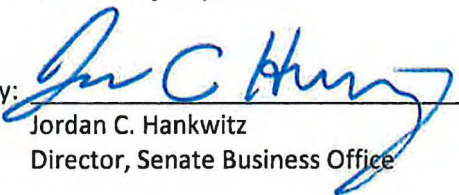
By:  _____
Jordan C. Hankwitz
Director, Senate Business Office

EXHIBIT A TO REAL ESTATE PURCHASE AGREEMENT

Legal Description

Lots 7, 8, 9, and 10, ALSO that part of Lot 11 described as beginning at a point on the East line of Lot 11 a distance of 104.04 feet Southerly from the Northeast corner of Lot 12; thence Southerly along the East line of Lot 11 to the Southeast corner of Lot 11; thence Westerly along the South line of Lot 11 to the Southwest corner of Lot 11; thence Northerly along the West line of Lot 11 to a point on the West line of Lot 11 a distance of 104.33 feet Southerly from the Northwest corner of Lot 12; thence Easterly to the point of beginning of Block 116, of the Original Plat of the City of Lansing, according to the recorded Plat as thereof recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Subject to easements, encumbrances, and restrictions of record.

EXHIBIT B TO REAL ESTATE PURCHASE AGREEMENT
Form of Covenant Deed

COVENANT DEED

On _____, City of Lansing, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 (Grantor), conveys to the Michigan Senate, established and existing pursuant to Article IV, Section 2 of the Constitution of the State of Michigan of 1963, with offices located at 201 Townsend Street, Suite 2500, Lansing, Michigan 48933 (Grantee), the real property commonly known as 221 Townsend Street, in the City of Lansing, Ingham County, Michigan, and described on Exhibit A (the Premises) together with all tenements, hereditaments, and appurtenances and subject to agreements, easements, restrictions of record, including, but not limited to, the following:

*

This deed is given for good and valuable consideration (a transfer valuation affidavit is filed with this deed).

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor has not done or suffered to be done anything whereby the granted Premises are, or may be in any manner, encumbered or changed, except as herein recited; and Grantor covenants to and with Grantee that Grantor will warrant and defend the granted Premises unto Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, from or under Grantor, but against no other claims or persons.

This conveyance is exempt from real estate transfer taxes pursuant to MCL 207.505(h)(i) and MCL 207.526(h), because the Grantor is a municipality of the State of Michigan.

City of Lansing

Dated: _____

By: _____
Andy Schor
Its: Mayor

STATE OF MICHIGAN)
INGHAM COUNTY)

Acknowledged before me in _____ County, Michigan, on _____,
by _____, of City of Lansing, a Michigan municipal corporation, on behalf of the
corporation.

/s/ _____
Print Name: _____

Notary public, State of Michigan, County of _____.
My commission expires _____.
Acting in the County of _____.

When recorded, return to: Grantee	Send subsequent tax bills to: Grantee	Drafted by: City of Lansing 124 W. Michigan Ave., 5 th Floor Lansing, MI 48933
--------------------------------------	--	--

Exhibit A to Covenant Deed
Legal Description

Lots 7, 8, 9, and 10, ALSO that part of Lot 11 described as beginning at a point on the East line of Lot 11 a distance of 104.04 feet Southerly from the Northeast corner of Lot 12; thence Southerly along the East line of Lot 11 to the Southeast corner of Lot 11; thence Westerly along the South line of Lot 11 to the Southwest corner of Lot 11; thence Northerly along the West line of Lot 11 to a point on the West line of Lot 11 a distance of 104.33 feet Southerly from the Northwest corner of Lot 12; thence Easterly to the point of beginning of Block 116, of the Original Plat of the City of Lansing, according to the recorded Plat as thereof recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Subject to easements, encumbrances, and restrictions of record.

EXHIBIT C TO REAL ESTATE PURCHASE AGREEMENT
Parking Agreement

EXHIBIT D TO REAL ESTATE PURCHASE AGREEMENT

Leases and Contracts Affecting the Property

EASEMENTS OF RECORD

- 1) **EASEMENT AGREEMENT dated August 19, 2005 between ACCIDENT FUND INSURANCE COMPANY OF AMERICA, INC., and LANSING BUILDING AUTHORITY. See attached.**
- 2) **EASEMENT AGREEMENT dated April 15, 2004 between BOJI GROUP OF LANSING, LLC and LANSING BUILDING AUTHORITY. See attached.**

CONTRACTS

- 1) **DOWNTOWN RESIDENTIAL PARKING PROGRAM administered by the CITY OF LANSING PARKING SERVICES OFFICE. See attached. (Currently 1 Resident)**
- 2) **PARKING PERMIT APPLICATION for resident, Malavika Padmanabhan-Kabana. See attached. (See #1)**
- 3) **PARKING AGREEMENT dated May 1, 2015 between DYKEMA GOSSETT PLLC and the CITY OF LANSING PARKING SERVICES OFFICE. See attached.**
- 4) **AMENDMENT TO REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT dated May 22, 2013 to the Real Estate Purchase and Development Agreement dated July 25, 2003 between TOWER RAMP DEVELOPMENT COMPANY, LLC, BOJI GROUP OF LANSING, LLC, BOJI GROUP, LLC the CITY OF LANSING, and the LANSING BUILDING AUTHORITY. See attached.**

EXHIBIT E TO REAL ESTATE PURCHASE AGREEMENT
Allocation of Closing Costs

1. Escrow Agent Fee: Shared equally by the Parties
2. Title Insurance: Responsibility of Seller (See Paragraph 4)
3. Real Estate Taxes and Assessments: Responsibility of Seller for all assessments, if any, prior to and including Closing; responsibility of Purchaser for all assessments, if any, after Closing (See Paragraph 10)
4. Recording Fees: Responsibility of Purchaser
5. Real Estate Transfer Taxes (if any): Responsibility of Seller (See Paragraph 13)

BY THE <<COMMITTEE NAME>>
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 Tannin, LLC to transfer location of Class C Liquor License at 1620 E. Michigan Ave Lansing MI 48912; and

WHEREAS, the «Committee_Name» met on _____ to review the request with affirmative action taken;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Tannin, LLC to a transfer location of Class C Liquor License at 1620 E. Michigan Ave Lansing MI 48912, Ingham County ;



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

Business Name: Tannin, LLC dba: Tannin

Business Address: 1620 E. Michigan Ave.

City: Lansing State: MI Zip: 48912

Main Contact Number: (616) 745-0733 Secondary Contact Number: ()

Email Address: 41roelofs@gmail.com

License(s) for which you are seeking Local Government Approval Transfer location of Class C Liquor
License

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
Tannin, LLC (Applicant)			
Christopher Roelofs	Member (55%)	4444 River Glen, Okemos, MI 48864	[REDACTED]
Anne M. Uitvlugt	Member (45%)	444 River Glen, Okemos, MI 48864	

If an Individual, provide Applicant's:

Date of Birth: _____ Place of Birth: _____

What character of business do you intend to operate? _____

Restaurant: Contemporary setting for modern takes on Italian cuisine served with cocktails & global wines.

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?

Sept. 22, 2011

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? _____

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

Date

Subscribed and sworn to before me this

13 day of November, 2018.

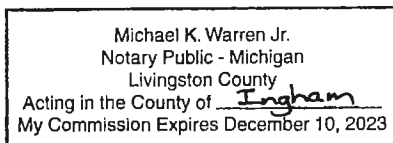
Signature Michael K. Warren Jr.

Printed Name Michael K. Warren Jr.

Notary Public, Livingston County, Michigan

My Commission Expires: December 10, 2023

Acting in the County of Ingham



MW

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

Chris Swope, City Clerk

Lansing City Clerk's Office

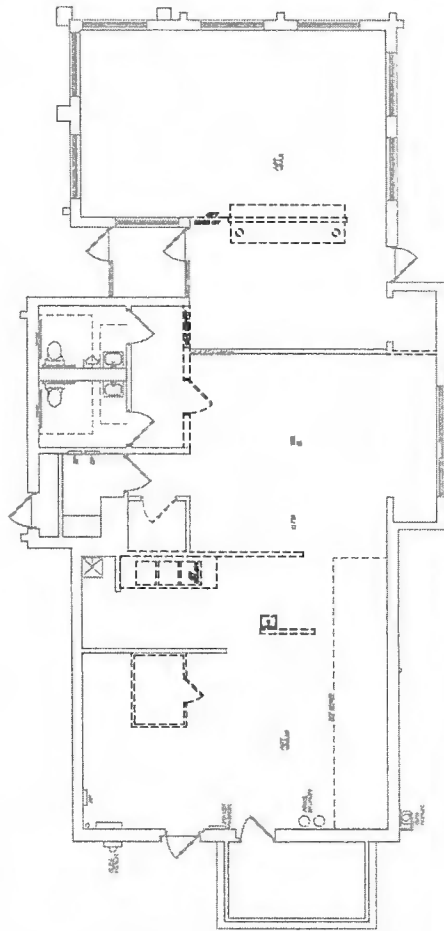
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695

Phone: 517-483-4131

Fax: 517-377-0068

City.clerk@lansingmi.gov

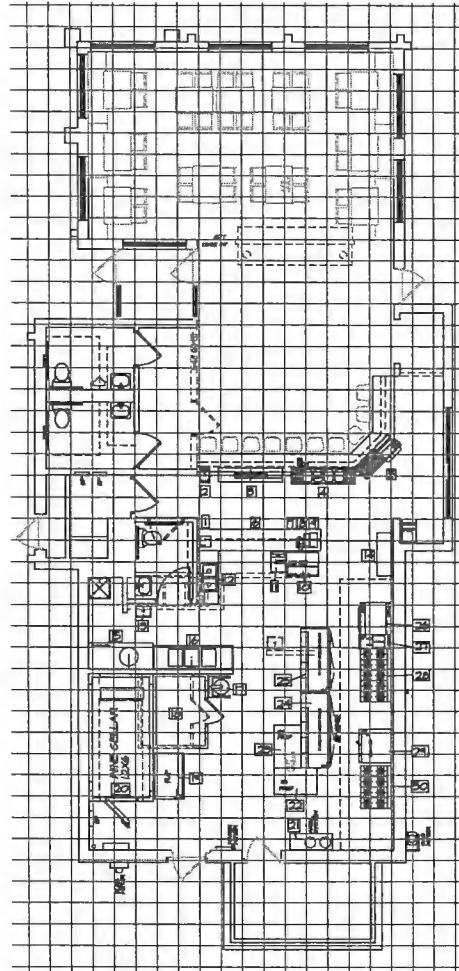
lansingmi.gov/clerk



DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

0' 5' 10' 25'



PROPOSED PLAN

SCALE: 1/8" = 1'-0"

0' 5' 10' 25'

EQUIPMENT LIST

1	POINT-OF-SALE	18	EXISTING WALK-IN FREEZER
2	HAND WASH SINK	19	2 DOOR REFRIG
3	BEER COOLER	20	WINE CELLAR
4	3 COMP. W/C SINK	21	WINE RACK
5	POP GUN	22	55 PREP TABLE
6	UNDER COUNTER COOLER	23	56 PREP TABLE
7	TEA	24	PREP TABLE WITH W/C REF.
8	GRINDER	25	PREP TABLE WITH W/C REF.
9	COFFEE	26	GRIDDLE
10	ICE BIN	27	DOUBLE FRYER
11	ICE MAKER	28	10 BURNER RANGE
12	PREP SINK	29	OVEN
13	HAND WASH SINK	30	8 BURNER RANGE
14	WINE RACK SHELVING	31	X
15	DISH WASHER	32	X
16	3-COMPARTMENT SINK	33	X
17	MIXER	34	X

DRAWN BY:
PBB

VERSION: DCAD V. 14
PLOT DATE

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TENANT DEVELOPMENT FOR

TANNIN

1620 E. MICHIGAN AVE
LANSING, MI 48212



**ROCKWOOD
DESIGN**
PETER B. HOLZ
ARCHITECT

2215 Burcham Drive
East Lansing, MI 48823
15517 Winchester Circle
Grand Haven, MI 49417
(517) 290-6780
pete@Rockwood3.com

LATEST DATE
FOR REVIEW
TH 31 MAY 2016

PROJECT NUMBER
18-25

SHEET TITLE
DEMOLITION AND
PROPOSED LAYOUT

SHEET NO.
A-1

Fahey Schultz Burzych Rhodes

FSBRLAW.COM

September 12, 2018

Via Regular Mail

State of Michigan
Michigan Liquor Control Commission
Constitution Hall
525 W. Allegan
Lansing, MI 48933

Dear Sir/Madame:

Re: Tannin, LLC Retailer License & Permit Application for Transfer of Location

Please consider this letter, and the enclosed application materials, a request for Transfer Location of a Class C Liquor License for Tannin, LLC from its current licensed address of 5100 March Road, Okemos, MI to 1620 E. Michigan Ave., Lansing, MI.

We enclose the following documents on behalf of Applicant, Tannin, LLC :

1. Form LCC-100, Application for Retail License & Permit Application. Any financial information attached to this Application or subsequently contains information of a personal nature is submitted to the MLCC pursuant to the MLCC's specific request for such information. Tannin, LLC, submits this information on the pledge of confidentiality that the MLCC and all of its employees and agents hold this personal information in a confidential manner and prevent disclosure to any person, including without limitation, disclosure pursuant to the Michigan Freedom of Information Act;
2. Form LCC-301, Report of Stockholders, Members, Partners for Tannin, LLC;
3. A copy of the Articles of Organization for Tannin, LLC.;
4. A copy of the Operating Agreement for Tanning, LLC;



5. A copy of the Lease for the proposed licensed property located at 1620 E. Michigan Ave., Lansing, MI;
6. A copy of the floor plan for the proposed licensed premises;
7. A check in the amount of \$1,190 for Licensing and Inspection fees.

Sincerely,



MARK J. BURZYCH
MEMBER

Direct: 517.381.3159

mburzych@fsbriaw.com

TABI



Retailer 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): Tannin, LLC

Address to be licensed: 1620 E. Michigan Avenue

City: Lansing

Zip Code: 48912

City/township/village where license will be issued: Lansing

County: Ingham

Federal Employer Identification Number (FEIN): [REDACTED]

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 transferring the classification of an existing on premises license? ☐ Yes ☒ No
5. Are you modifying the size of the licensed premises? ☐ Yes ☒ No
- If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
6. Are you transferring the location of an existing license? ☒ Yes ☐ No
7. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
8. 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): Tannin, LLC

Current licensed address: 5100 Marsh Road

City: Okemos

Zip Code: 48864

City/township/village where license is issued: Meridian Township

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: \$1,050.00

TOTAL FEES: \$1,190.00

Schedule A - Licenses, Permits, & Permissions

Applicant name: Tannin, LLC

Off Premises License Type:

New Transfer

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

Base Fee:

Fee Code
MLCC Use
Only

4034

On Premises License Type:

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

- ☐ ☐ DDA/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)

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 initially issued 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 4031

- ☐ 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: Food

Days/Hours requested: _____

- ☐ Living Quarters Permit No charge

- ☐ Topless Activity Permit No charge

Off Premises Permits:

Base Fee:

- ☐ Sunday Sales Permit (AM)* \$160.00

- ☐ Sunday Sales Permit (PM)** \$22.50
(Held with SDD License)

- ☐ Catering Permit \$100.00

- ☐ Secondary Location Permit - Complete Form LCC-201

- ☐ Beer and Wine Tasting Permit No charge

- ☐ Living Quarters Permit No charge

On/Off Premises Permission Type:

Base Fee:

- ☐ Off-Premises Storage No charge

- ☐ Direct Connection(s) No charge

- ☐ Motor Vehicle Fuel Pumps No charge

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

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

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

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 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): \$350.00

TOTAL FEES DUE: \$1,190.00

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**

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

Applicant name: Tannin, 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 2000, MCL 289.1101 to MCL 289.8111.
- ☐ b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.
- ☐ 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'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.
- ☐ e. 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. The name on the food establishment license must match the applicant name in Part 1 of this application form. *A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or 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.

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: Tannin, LLC		
Home address: 4444 River Glen		
City: Okemos	State: MI	Zip Code: 48864
Business Phone: 616-745-0733	Cell Phone: [REDACTED]	Email: 41roelofs@gmail.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. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☒ Yes ☐ No 231657		
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 " <u>Livescan Fingerprint Background Request</u> " with your application.		

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

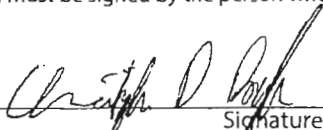
Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America?		☐ Yes ☐ No	
Have you ever legally changed your name?		☐ Yes ☐ No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
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).

Christopher Roelofs, Manager

Print Name



Signature

8/20/18

Date

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.

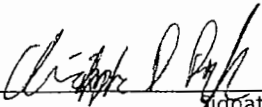
Name: Christopher D. Roelofs			
Home address: 4444 River Glen			
City: Okemos		State: MI	Zip Code: 48864
Business Phone: 616-745-0733	Cell Phone: [REDACTED]	Email: 41roelofs@gmail.com	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in 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. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☒ Yes ☐ No 231657			
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 " <u>Livescan Fingerprint Background Request</u> " with your application.			

Part 5b - Personal Information (Individuals)

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]		
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): Anne M. Uitvlugt			
Spouse's date of birth: [REDACTED]	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
8/2/2006	Alexandria, VA	Driving While Intoxicated	Conviction 9/25/2006
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).

Christopher Roelofs  8/20/18
Print Name Signature Date

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: Anne M. Uitvlugt		
Home address: 4444 River Glen		
City: Okemos	State: MI	Zip Code: 48864
Business Phone: 616.745.0733	Cell Phone: 616.745.0733	Email: n/a
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. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☒ Yes ☐ No 23165		
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 " <u>Livescan Fingerprint Background Request</u> " with your application.		

Part 5b - Personal Information (Individuals)

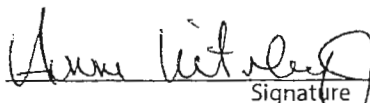
Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Place of Birth: [REDACTED]
Are you a citizen of the United States of America? ☒ Yes ☐ No		
Have you ever legally changed your name? ☐ Yes ☒ No		
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Christopher Roelofs		
Spouse's date of birth: [REDACTED]	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
8/2/2006	Alexandria, VA	Driving While Intoxicated
		Conviction 9/25/2006

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).

Anne Uitvlugt

Print Name



Signature

8/27/18

Date

Part 6 - Contact Information

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

What is your preferred method of contact?			☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?			☐ Mail	☒ Email	☐ Fax	
Contact name: Christopher Roelofs			Relationship: Manager			
Mailing address: 4444 River Glen, Okemos, MI 48864						
Phone: 616-745-0733		Fax number:		Email: 41roelofs@gmail.com		

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

Attorney name: Mark J. Burzych		Member Number: P- 43793			
Attorney address: 4151 Okemos Road, Okemos, MI 48864					
Phone: 517-381-3159		Fax number: 517-381-3172		Email: mburzych@fsbirlaw.com	
Would you prefer that we contact your attorney for all licensing matters related to this application?					☒ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?					☒ Yes ☐ No

Part 8 - Signature of Applicant

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

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

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

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

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

<u>Christopher P. Roelofs Member/Manager</u>	<u></u>	<u>8/20/18</u>
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

TAB²



Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(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): Tannin, LLC		
Address: 4444 River Glen		
City: Okemos	Zip Code: 48864	
Contact name: Christopher Roelofs	Phone: 616.745.0733	Email: 41roelofs@gmail.com

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:
Christopher Roelofs, 4444 River Glen, Okemos, MI 48864	55%	9/22/2011
Anne Uitvlugt, 4444 River Glen, Okemos, MI 48864	45%	9/22/2011

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

Christopher Roelofs, 4444 River Glen, Okemos, MI 48864



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 1-866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____

Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(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:	Christopher Roelofs, Manager - Tannin, LLC
Name & Title:	Anne Uitvlugt, Member - Tannin, LLC
Name & Title:	Mark J. Burzych, Attorney - Fahey Schultz Burych Rhodes PLC
Name & Title:	Michael J. Cole, Attorney - Fahey Schultz Burzych Rhodes PLC
Name & Title:	Rhonda Mask, Paralegal - Fahey Schultz Burzych Rhodes PLC

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.

Christopher Roelofs, Manager - Tannin, LLC

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

8/20/18

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

TAB₃

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES

Date Received

(FOR BUREAU USE ONLY)

SEP 22 2011

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

FILED**SEP 22 2011**
 Administrator
 BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

Name

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 ORGANIZATION**For use by Domestic Limited Liability Companies**

(Please read information and instructions on reverse side)

D6413C

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

ARTICLE IThe name of the limited liability company is: Tannin LLC**ARTICLE II**

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

ARTICLE III

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

ARTICLE IV

- The name of the resident agent at the registered office is: Christopher D. Roelofs
- The street address of the location of the registered office is:
820 Beach St East Lansing, Michigan 48823-3502
 (Street Address) (City) (Zip Code)
- The mailing address of the registered office if different than above:
 _____, Michigan _____
 (P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)Signed this 22 day of SeptemberBy Christopher D. Roelofs
(Signature(s) of Organizer(s))Christopher D. Roelofs
(Type or Print Name(s) of Organizer(s))
 \$50.00
 & Voth
 15024

TAB 4

OPERATING AGREEMENT
OF
TANNIN, LLC

**OPERATING AGREEMENT
OF
TANNIN, LLC**

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**OPERATING AGREEMENT
OF
TANNIN, LLC**

A Michigan Limited Liability Company

THIS OPERATING AGREEMENT is made and entered into as of the 28 day of November, 2012 by and among Tannin, LLC, a Michigan limited liability company, and the persons executing this Operating Agreement as Members of the Company and all of those who shall hereafter be admitted as Members who agree as follows:

ARTICLE I - DEFINITIONS

1.1 Act. Act shall be defined as the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended.

1.2 Agreement. The Agreement shall be defined as the valid written Operating Agreement signed by the Members of the Company, which Agreement specifies the affairs and conduct of the Company, including any provision in the Articles pertaining to the affairs and conduct of the Business of the Company.

1.3 Articles. Articles shall be defined as the Articles of Organization as filed with the Department of Labor & Economic Growth, Bureau of Commercial Services of the State of Michigan as required by the Act.

1.4 Assignment. Assignment shall include any type of sale or transfer of a Member's membership interest in the Company.

1.5 Bankruptcy. The bankruptcy of a Member shall be defined as the filing by a Member of any petition in bankruptcy or for the reorganization, liquidation or similar relief under any federal or state statute, law or regulation governing the rights and relief of debtors; or the adjudication of a Member as bankrupt or insolvent; or the acquiescence by a Member to the appointment of a trustee, receiver or liquidator for all or any substantial part of the Member's assets, or the making by a Member of an assignment for the benefit of creditors or any substantially similar action on the part of a Member.

1.6 Capital Accounts. Capital Account shall be as defined in paragraph 4.4 of this Agreement.

1.7 Code. Code is defined as the Internal Revenue Code of 1986, as amended.

1.8 Company. Company shall be defined as this limited liability company named on the first page of this Operating Agreement.

1.9 Contributing Member. Contributing Member shall be defined as a Member choosing to make additional contributions when another Member becomes a Noncontributing Member.

1.10 Contribution. Contribution shall mean anything of value that a person contributes to the Company as a prerequisite for, or in connection with, membership, including cash, property, services performed, or a promissory note or other binding obligation to contribute cash or property, or to perform services.

1.11 Control. Control shall be defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management, activities or policies of any person through the ownership of voting securities, by contract, employment or otherwise.

1.12 Deceased Member. Deceased Member shall be defined as a Member who has died during the term of this Agreement.

1.13 Disassociation of Membership. Disassociation of Membership shall be defined as the withdrawal of a Member from the Company only upon the dissolution of a Member.

1.14 Disassociation Date. Disassociation Date shall be defined as the date of the event which causes the withdrawal of the Withdrawing Member.

1.15 Dissolution of a Member. Dissolution of a Member shall be deemed to occur when:

- a. formal action is taken by a Member to dissolve its legal status under the laws of the state permitting such Member's organization; or
- b. formal action to dissolve such Member is taken by the state permitting such Member's organization; and
- c. written notice of such dissolution is delivered to the Company and to the remaining Members within thirty (30) days of the date the formal action is taken.

1.16 Divorcing Member. Divorcing Member shall be defined as a Member who has filed or whose spouse has filed for divorce in the necessary Court.

1.17 FSBR. FSBR shall be defined as Fahey Schultz Burzych Rhodes, PLC, a Michigan professional limited liability company.

1.18 Indemnified Person. An Indemnified Person shall be any individual indemnified pursuant to the provisions of paragraph 10.2 of this Agreement.

1.19 Majority of Members. For purposes of this Agreement, any reference to a majority of Members, or majority of remaining Members, or majority vote of the Members shall be defined as those Members holding greater than fifty percent (50%) of the Sharing Ratios of the Members or remaining Members, if applicable.

1.20 Manager or Managers. Manager or Managers shall be defined as a person or persons designated by the Members of the Company to manage the Company as provided in the Articles or in the Agreement.

1.21 Member. Member shall mean a person who has been admitted to the Company as provided in the Act, and who has the rights and obligations specified under the Act.

1.22 Membership Representative. A Member Representative shall be defined as an individual designated by a Member who is authorized to act on behalf of said Member.

1.23 Membership Interest or Interest. Membership Interest or Interest shall be defined as a Member's rights in the Company, including, but not limited to, the right of a Member to receive distributions of the Company's assets and any right of a Member to vote or participate in the Management of the Company.

1.24 Noncontributing Member. Noncontributing Member shall be defined as any Member who does not make additional capital contributions according to the Member's Sharing Ratio as provided in paragraph 4.2 of this Agreement.

1.25 Offer. Offer shall be defined as a written offer made by a prospective buyer, assignee, or transferee of a Transferring Member's Membership Interest in the Company.

1.26 Offered Membership Interest. An Offered Membership Interest shall be defined as that portion of a Membership Interest being sold, assigned, or transferred by a Transferring Member.

1.27 Offerees. Offerees shall be defined as the Members of the Company excluding the Transferring Member.

1.28 Person. Person shall mean an individual, partnership, limited liability company, trust, custodian, estate, association, corporation, governmental entity, or any other legal entity.

1.29 Resident Agent. The Resident Agent of the Company shall be as designated in the Articles or any amendment to the Articles. The Resident Agent may be changed from time to time and such change shall be made in accordance with the Act. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor.

1.30 Registered Office. The Registered Office of the Company shall be as designated in the Articles or any amendment to the Articles. The Registered Office may be changed from time to time and such change shall be made in accordance with the Act.

1.31 Sharing Ratio. Sharing Ratio shall be defined as the percentage interest owned by the Member in the total capital of the Company, as adjusted from time to time to reflect changes in the Capital Account of a Member and the total capital of the Company.

1.32 Transferring Member. A Transferring Member shall be defined as a Member who sells, assigns, transfers, or exchanges some or all of said Member's Membership Interest in the Company.

1.33 Withdrawal. Withdrawal shall be defined as a Member withdrawing, attempting to withdraw, or voluntarily dissolving.

1.34 Withdrawing Member. Withdrawing Member shall be defined as the withdrawal of a Member from the Company upon the Member's Disassociation of Membership.

ARTICLE II - ORGANIZATION

2.1 Formation. The Company has been organized as a Michigan Limited Liability Company under and pursuant to the Act, by the filing of Articles with the Department of Labor & Economic Growth, Bureau of Commercial Services of the State of Michigan.

2.2 Name. The name of the Company shall be Tannin, LLC. The Company may also conduct its business under one or more assumed names.

2.3 Purposes. The purposes of the Company are to engage in any activity for which Limited Liability Companies may be formed under the Act, including but not limited to operation of restaurants and food and alcohol distribution venues. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

2.4 Duration. The duration of the Company shall be perpetual and shall continue until the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

2.5 Intention for Company. The Members have formed the Company as a Limited Liability Company under and pursuant to the Act. The Members specifically intend and agree that the Company not be a partnership (including, a limited partnership) or any other venture, but a Limited Liability Company under and pursuant to the Act. No Member shall be construed to be a partner in the Company or a partner of any other Member, or person and the Articles, this Agreement and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise. Notwithstanding the foregoing, however, the Members intend that the Company be treated as a partnership for federal income tax purposes.

2.6 Effective Date. The Agreement shall become effective upon the date this Agreement is fully executed, or the date the Articles are filed with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services, whichever is later.

2.7 Conflict Between Articles and Agreement. If there is a conflict between the Company's Articles and the Agreement, the Articles shall control.

ARTICLE III - BOOKS, RECORDS AND ACCOUNTING

3.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. Such books and records shall be kept at the Company's Registered Office or principal place of business. The books and records shall be open to inspection by any Member or a Member's authorized representative at any reasonable time during business hours.

3.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

3.3 Reports. The Members shall provide reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members to the Members in the time, manner and form as the Members determine. Such reports shall be provided at least quarterly as soon as practicable after the end of each fiscal quarter and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

3.4 Members' Capital Accounts. A separate Capital Account for each Member shall be maintained by the Company. Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

3.5 Member Tax Treatment. No Member shall treat a Company tax item on such Member's federal, state or local income or other tax returns or permit an affiliate to treat a Company tax item on such affiliate's tax returns in a manner inconsistent with the treatment of such item on the Company's federal, state or local tax returns.

ARTICLE IV - CAPITAL CONTRIBUTIONS

4.1 Initial Commitments and Contributions. By the execution of this Agreement, the initial Members hereby agree to make the capital contributions as set forth in the attached Exhibit A. The Sharing Ratios of the respective Members in the total capital of the Company are also set forth in Exhibit A. Any additional Member (other than an assignee of a Membership Interest who has been admitted as a Member) shall make the capital contribution set forth in a separate written Admission Agreement at the time of admission. No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

4.2 Additional Contributions. In addition to the initial capital contributions, the Members and Managers by unanimous vote may determine from time to time that additional capital contributions are needed to enable the Company to conduct its business and affairs.

a. Notice. Upon making such a determination that additional capital contributions are needed, notice shall be given to all Members in writing at least thirty (30) business days prior to the date on which such additional contributions are due. Such notice shall describe, in reasonable detail, the purposes and uses of such additional capital, the amounts of additional capital required, and the date by which payment of the additional capital is required.

b. Member Option. Except to the extent of a Member's unpaid commitment to contribute additional capital, a Member shall have the right, but not the obligation, to make additional capital contributions according to said Member's Sharing Ratio.

c. If Member Does Not Make Additional Contribution. In the event a Member is a Noncontributing Member, the Contributing Member(s) shall be given the opportunity to make such Noncontributing Member's contribution in the proportion that each such Contributing Member's Sharing Ratio bears to all other Contributing Members' Sharing Ratios.

d. Adjustment to Sharing Ratios of Members. After the additional capital contributions have been made, the Sharing Ratio of each Member shall be adjusted to reflect the total capital contributed to the Company and the Capital Accounts of each Member.

4.3 Failure to Contribute. If any Member fails to make a capital contribution when required in accordance with the Member's commitment to contribute initial or additional capital, the Company may, in addition to the other rights and remedies the Company may have under the Act or applicable law, take such enforcement action (including, the commencement and prosecution of court proceedings) against such Member as the Members consider appropriate. Moreover, the remaining Members may elect to contribute the amount of such required capital themselves, according to their respective Sharing Ratios. After all capital contributions have been made, the Sharing Ratio of each Member shall be adjusted to reflect the total capital contributed to the Company and the Capital Accounts of each Member.

4.4 Maintenance of Capital Accounts. The Company shall establish and maintain a Capital Account for each Member and assignee.

a. Increases to Capital Accounts. Each Member's Capital Account shall be increased by:

- i. the amount of any money actually contributed by the Member to the capital of the Company;
- ii. the fair market value of any property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such property, within the meaning of Code §752); and
- iii. the Member's share of net profits and of any separately allocated items of income or gain including adjustments required by Code §1.704.1(b)(2)(iv)(b) (e.g. any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

b. Decreases to Capital Accounts. Each Member's Capital Account shall be decreased by:

- i. the amount of any money actually distributed by the Company to the Member;

ii. the fair market value of any property distributed to the Member, as determined by the Company and the receiving Member at arm's length at the time of distribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such property within the meaning of Code §752); and

iii. the Member's share of net losses and of any separately allocated items of deduction or loss including adjustments required by Code §1.704.1(b)(2)(iv)(b) (e.g. any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

4.5 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the net profits or net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

4.6 Sale or Exchange of Interest. In the event of a sale or exchange of some or all of a Member's Membership Interest in the Company by a Transferring Member, the Capital Account of the Transferring Member shall become the Capital Account of the assignee, to the extent it relates to the portion of the Membership Interest so transferred.

ARTICLE V - ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations. Except as may be required by the Code or this Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Sharing Ratios.

5.2 Distributions.

a. Determination. The Members may make distributions to the Members from time to time only after the Members determine, in their reasonable judgment, that the Company has sufficient cash and/or property on hand which exceeds the current and the anticipated needs of the Company to fulfill its business purposes (including needs for operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any).

b. Distributions to Members. All distributions shall be made to the Members in accordance with their Sharing Ratios.

c. Types of Distributions. Distributions shall be in cash and/or property as determined by the Members.

d. Distribution Not Allowed. No distribution shall be declared or made if, after giving it effect:

i. the Company would not be able to pay its debts as they become due in the usual course of business;

liabilities; or

ii. the Company's total assets would be less than the sum of its total

iii. the Company would not have the amount needed if it were to dissolve at the time of the distribution to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Members receiving the distribution.

e. Liability of Members in Approving a Distribution. A Member who votes for or assents to a distribution in violation of the Act or the Agreement, shall be personally liable, jointly and severally, to the Company for the amount of the distribution that exceeds the amount that could have been distributed without violating the Act or the Agreement.

f. Liability of Member in Accepting a Distribution. A Member who accepts or receives a distribution with knowledge of facts indicating the distribution is in violation of the Act or the Agreement is liable to the Company for the amount the Member accepts or receives that exceeds the Member's share of the amount that could have been distributed without violating the Act or the Agreement.

g. Limit of Liability. Each Member held liable under paragraph 5.2 e. or 5.2 f. for an unlawful distribution is entitled to a contribution from each other Member who could also be held liable under paragraphs 5.2 e. or 5.2 f.. The contribution of a Member held liable under both paragraphs 5.2 e. and 5.2 f. shall not exceed the said Member's liability under either paragraphs 5.2 e. or 5.2 f., whichever is greater.

ARTICLE VI - DISPOSITION OF MEMBERSHIP INTERESTS

6.1 General. Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation or other disposition of any Membership Interest shall be made only upon compliance with this Article. No Membership Interest shall be disposed of if:

a. the disposition would cause a termination of the Company as defined under the Code;

b. the disposition would be in violation of any applicable state or federal securities law or regulation; or

c. the assignee of the Membership Interest does not provide the Company with the information and agreements that the Members may require in connection with such disposition. Any attempted disposition of a Membership Interest in violation of this Article is null and void.

6.2 Permitted Dispositions. Subject to the provisions of this Article, a Member may assign such Member's Membership Interest in the Company in whole or in part. The assignment of a Membership Interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member or to vote on any matters submitted to Members to vote upon. Such assignee is only entitled to receive, to the extent assigned, the distributions to which the assigning Member would otherwise be entitled.

An assignee of a Membership Interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only if the remaining Members and Managers unanimously consent. If admitted, the substitute Member, has, to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of a Member and therefore is subject to the terms and conditions of this Agreement.

6.3 Right of First Refusal. A Member may not sell, assign, transfer or exchange any Offered Membership Interest unless the Transferring Member first notifies the Company and the Offerees of the identity of the prospective buyer, assignee, or transferee and sends to the Company and the Offerees a copy of the Offer, and the Transferring Member shall do the following:

a. The Transferring Member must first offer to sell the Offered Membership Interest in the Company to the Company, for the same price and on the same terms as those being offered to the Transferring Member in the Offer. The Company shall have thirty (30) days after receiving said offer to accept said offer.

b. Any Offered Membership Interest not purchased by the Company pursuant to paragraph 6.5 a. above shall then be offered to the Offeree Members. Each Offeree Member shall be offered an equal share, for the same price and on the same terms as those being offered to the Transferring Member in the Offer. The Offeree Members shall have thirty (30) days after receiving said offer to accept said offer. Any Membership Interest not purchased by any Offeree Member within the said thirty (30) day option period shall be offered to those remaining Offeree Members who did purchase their respective Membership Interest from the Transferring Member. Pursuant to the foregoing, said purchase is to be in equal shares where more than one (1) such Offeree wishes to so purchase and for the same price and on the same terms that apply to the foregoing purchases.

c. If the Company or the Offeree Members (in the aggregate) do not elect to purchase the entire original Offered Membership Interest pursuant to paragraphs 6.5 a. or 6.5 b. above, the Transferring Member shall, for a period of ninety (90) days after the expiration of the option periods set forth above, be free to sell the remaining Offered Membership Interest to the person or entity who submitted the Offer for the exact price and upon the exact terms disclosed in the Offer. Such purchaser shall not become a substitute Member of the Company unless the express written consent of all the other remaining Members is obtained. Otherwise, the purchaser shall become an assignee of a Membership Interest subject to the provisions of this Agreement.

6.4 Registration and Transfer of Interest. Each Member hereby acknowledges and represents that notwithstanding any provisions contained in this Agreement, no Company interest or Membership Interest may be offered or sold and no transfer of such interest will be made either by the Company or the Members unless such interest is registered under the Securities Act of 1933 and any applicable securities laws of the State of Michigan or an opinion of counsel for the Company, is obtained to the effect that there is no violation of applicable federal or state laws and the cost of such is reimbursed to the Company by the Member transferring the Membership Interest.

ARTICLE VII - MEETING AND REPRESENTATIONS OF MEMBERS

7.1 **Voting.** All Members shall be entitled to vote on any matter required by law to have a membership vote or those matters submitted to the Members by the Managers. Unless a greater vote is required by the Act, the Articles, or other provisions of this Agreement, the affirmative vote or consent of those Members entitled to vote or consent on such matters holding greater than fifty percent (50%) of the Sharing Ratios shall be required.

Notwithstanding the foregoing, a unanimous vote of all Members shall be required regarding the following:

- a. the dissolution of the Company pursuant to paragraph 11.1 of this Agreement;
- b. the merger of the Company;
- c. a transaction involving an actual or potential conflict of interest between a Manager and the Company;
- d. an amendment to the Articles or this Agreement;
- e. the sale, exchange, lease or other transfer of all or substantially all of the assets of the Company other than in the ordinary course of business; or
- f. addition of new members or a substitute Member.

7.2 **Annual Meetings.** An annual meeting of Members for the transaction of such business as may properly come before the Meeting shall be held in March of each year, or on such other date as the Members may agree, and may be held at such place and at such time as the Members shall determine.

7.3 **Special Meetings.** Special meetings of Members for any proper purpose or purposes may be called at any time by any Member of the Company.

7.4 **Notice of Meetings.** The Company shall deliver or mail written notice stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than ten (10), nor more than sixty (60) days before the date of the meeting. All meetings of the Members shall be presided over by a Chairperson who shall be a Member so designated by the Members. Presence at a meeting waives the required notice of the meeting unless the Member at the beginning of the meeting objects to holding the meeting or the transacted business at the meeting.

7.5 **Consent.** Any action required or permitted to be taken at an annual or special meeting of the Members 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 a unanimous vote of the Members. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

7.6 Quorum. A majority of the Members shall constitute a quorum for the transaction of business at any meeting of the Members provided that if less than such number of Members are present at said meeting, a majority of the Members present may adjourn the meeting at any time without further notice.

7.7 Manner of Acting. At a meeting of the Members at which a quorum is present, the act of a majority of the Members or their duly appointed designees, present and entitled to vote on the matter shall be the official act of the Members, unless the act of a greater number is required by the Act, this Agreement or the Articles.

7.8 Representations and Warranties. Each member, and in the case of an organization, the person(s) executing the Agreement on behalf of the organization, hereby represents and warrants to the Company and each other Member that if the Member is an organization, it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power to execute and agree to the Agreement to perform its obligations hereunder.

7.9 Investment Decision. Each Member hereby further acknowledges and represents that:

- a. the Member is acquiring said Member's Membership Interest in the Company for the Member's own account as an investment and without an intent to distribute the interest;
- b. the interest in the Company has not been registered under the Securities Act of 1933 or any state securities laws in reliance upon applicable exemptions under said laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements;
- c. the Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of the Membership Interest and can bear the economic risk of an investment in the Membership Interest for an indefinite period of time;
- d. the Member has made an independent investment analysis in deciding to become a Member;
- e. the Member has had the opportunity: (i) to investigate the business of the Company, the qualifications of the other Members, and the tax and financial implications of an investment in the Company, and (ii) to ask questions of, and receive answers from the Company concerning the terms and conditions of the Membership Interest and to obtain such supplemental information as the Member deemed desirable and that all such information has been made readily available to the Member by the Company;
- f. the Member has deemed the investment appropriate for said Member; and

g. the Member understands that the Membership Interest involves certain variables and risks which could adversely affect the value of the Membership Interest.

7.10 Proxies. The Members of record may vote at any meeting, either in person or by proxy in writing, which proxy shall be filed with the Company before said meeting. Such proxy shall entitle the holder of the proxy to vote at any adjournment of such meeting, but shall not be valid after the final adjournment of such meeting. A proxy shall expire and become invalid three (3) years from the date of its execution, unless the Member executing the proxy has specified the length of time the proxy is to continue in force, which length of time shall be for a specific limited period.

7.11 Electronic Meetings. The Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this paragraph shall constitute presence in person at the meeting.

ARTICLE VIII -MANAGEMENT

8.1 Management of Business. The Company shall be managed by one Manager.

8.2 Duties of Manager. The terms, duties, compensation and benefits, if any, of the Manager shall be determined by the Members. The Manager shall be elected by a unanimous vote of the Members and shall serve at the will and pleasure of the Members.

8.3 General Powers of Manager

a. Power of Each Manager. Except as may be delegated to the officers of the Company or otherwise be provided in this Agreement, the business and affairs of the Company shall be managed by the Manager. Other than as set forth in the provisions of paragraph 8.3 b. below, the Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to:

i. open one or more depository accounts and make deposits into and checks and withdrawals against such accounts;

ii. enter into and execute any and all agreements, contracts, documents and instruments made on behalf of the Company during the normal course of business, which agreements, contracts, documents or instruments are worth or involve goods or services less than Ten Thousand Dollars (\$10,000.00) per year;

iii. engage employees and agents, define their respective duties, and establish their compensation or remuneration;

iv. obtain insurance covering the business and affairs of the Company and its property and on the lives and well being of its Members, employees and agents; and

v. commence, prosecute or defend any proceeding in the Company's name.

b. Majority Vote of the Members: In addition to any action required by the Act to be made by the Members, it takes the majority vote of the Members to do the following:

i. purchase, lease or otherwise acquire any real or personal property outside the normal course of business;

ii. sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property;

iii. enter into and execute any and all agreements, contracts, documents and instruments made on behalf of the Company during the normal course of business, which agreements, contracts, documents or instruments are worth or involve goods or services more than Ten Thousand Dollars (\$10,000.00) per year;

iv. borrow money, incur liabilities, and other obligations;

v. establish pension plans, trusts, profit sharing plans and other benefit and incentive plans for Members, employees and agents of the Company; and

vi. participate with others in partnerships, joint ventures or other associations and strategic alliances.

8.4 Standard of Care; Liability. Every Member shall discharge said Member's duties as in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Company. A Member shall not be liable for any monetary damages to the Company for any breach of such duties except for receipt of a financial benefit to which the Member is not entitled; voting for or assenting to a distribution to Members in violation of this Agreement or the Act, or a knowing violation of the law.

8.5 Tax Matters Partner. The Members shall designate a Member as the tax matters partner of the Company pursuant to Code §6231(a)(7). Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of Code §6223. Any Member who is designated tax matter partner may not take any action contemplated by Code §§6222 through 6232 without the consent of the Members. Until changed by the Company, the tax matters partner is Christopher Roelofs.

8.6 Regular Meetings. The Managers may provide, by resolution or by written consent, the time and place for the holding of regular meetings of the Managers without further notice..

8.7 Special Meetings. Special meetings of the Managers may be called by or at the request of any Manager. A person authorized to call a special meeting of the Managers may fix any place as the place for holding the special meeting and shall give notice of the time and date of the special meeting to all Managers.

8.8 Notice. Written notice of any special meeting and its purpose shall be given at least one (1) day previous prior to said meeting and shall be given to each Manager at said

Manager's business or residence address unless the Manager waives notice of the meeting. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

8.9 Quorum. A majority of those serving as Managers shall constitute a quorum for the transaction of business at any meeting of Managers provided that if less than such number of Managers are present at said meeting, a majority of the Managers present may adjourn the meeting at any time without further notice.

8.10 Manner of Acting. At a meeting of the Managers at which a quorum is present, the act of a majority of the Managers or their duly appointed designees, present and entitled to vote on the matter shall be the official act of the Managers, unless the act of a greater number is required by the Act, this Agreement or the Articles.

8.11 Resignation, Removal or Death. A Manager may resign as a Manager of the Company by sending notice to the Company and to the remaining Managers. A Manager may only be removed from office by a unanimous vote of all of the Members. If a Manager dies or resigns, there shall be no replacement unless the Members, by majority vote, agree to designate a new person as Manager.

8.12 Additional Managers. No additional Managers shall be added to the initial election or selection of Managers unless there is a unanimous vote of all of the Members.

8.13 Action Without a Meeting. Unless specifically prohibited by the Act, the Articles, or this Agreement, any action required to be taken at a meeting of the Managers, or any other action that may be taken at a meeting of the Managers, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent signed by all the Managers or the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services, or with anyone else.

8.15 Compensation. Unless the Members unanimously determine otherwise, the Managers shall not be compensated for their services to the Company. The Managers, acting on behalf of the Company, may be reimbursed for reasonable expenses incurred while conducting the business of the Company.

8.14 Presumption of Assets. A Manager of the Company who is present at a meeting of all the Managers at which action on any Company matter is taken should be conclusively presumed to have assented to the action taken unless such Manager's dissent is voiced at the meeting or unless a written dissent to such action is filed with a person acting as the Secretary of the meeting before the adjournment thereof, or within twenty-four (24) hours thereafter. Such right to dissent shall not apply to a Manager who has voted in favor of such action.

8.15 Committees. The Members may establish committees from time to time as deemed necessary or appropriate. Each committee shall review relevant information and recommend action to the Members. The Members may delegate authority to such committee as determined by the Members.

8.16 Electronic Meetings. The Managers may participate in a meeting of the Managers by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this paragraph shall constitute presence in person at the meeting.

ARTICLE IX - OFFICERS

9.1 Officers. The Members of the Company may, in their sole discretion, elect officers of the Company to conduct the day to day affairs of the Company under the direction and supervision of the Members. The officers elected by the Members may consist of a President, a Secretary, a Treasurer, and if desired, a Chairman of the Board and one or more Vice Presidents, who shall be elected by the Members. The may also appoint such other officers and agents as they shall deem necessary for the transaction of business of the Company. An officer shall hold office for the term for which said officer is elected or appointed and until said officer's successor is elected or appointed and qualified, or until said officer's resignation or removal. Two or more offices may be held by the same person, but an officer shall not execute, acknowledge or verify an instrument in more than one capacity, if the instrument is required by law or this Agreement to be executed and acknowledged or verified by two or more officers.

9.2 Duties of Officers. The officers of the Company shall be charged with the daily operations of the Company and shall perform such duties as specified by the Members of the Company.

ARTICLE X -EXCULPATION OF LIABILITY; INDEMNIFICATION

10.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member, Officer, or either of the two, shall not be liable for the acts, omissions, representations, covenants, debts or liabilities of the Company.

10.2 Mandatory Indemnification by the Company. Except as otherwise provided in this Article, the Company shall indemnify any Member and any officer of the Company, and may (in its sole discretion) indemnify any employee or agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, employee, or agent of the Company.

a. Indemnification Applied Against Expenses. Any Indemnified Person shall be indemnified against expenses, including attorneys fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with the action, suit or proceeding, only if the Indemnified Person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar

circumstances, and in a manner that such Indemnified Person reasonably believed to be in the best interests of the Company and, with respect to a criminal action or proceeding, if such Indemnified Person had no reasonable cause to believe such Indemnified Person's conduct was unlawful.

b. Success of Person. To the extent that an Indemnified Person has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such Indemnified Person shall be indemnified against actual and reasonable expenses, including attorneys fees, incurred by such Indemnified Person in connection with the action, suit or proceeding brought to enforce the mandatory indemnification provided in this Agreement.

c. Events of Indemnification. Any indemnification permitted under this Article, unless ordered by a court, shall be made by the Company only as authorized in the specific case and upon:

- i. a determination that the indemnification is proper under the circumstances because the Indemnified Person has met the applicable standard of conduct; and
- ii. an evaluation of the reasonableness of expenses and amounts paid in settlement.

This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be parties to the action, suit or proceeding.

d. Events When Indemnification Shall Not Be Provided. Notwithstanding the foregoing to the contrary, no indemnification shall be provided to any Member, employee, or agent of the Company for or in connection with:

- i. the receipt of a financial benefit to which such person is not entitled;
- ii. voting for or assenting to a distribution to Members in violation of this Agreement or the Act; and
- iii. a knowing violation of law.

ARTICLE XI - DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

- a. at any time specified in the Articles or this Agreement; including a vote of the Members;
- b. upon the happening of any event specified in the Articles or this Agreement;

- c. by the unanimous consent of all of the Members; or
- d. upon the entry of a decree of judicial dissolution.

11.2 Winding Up. Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence winding up the Company's business and affairs as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities, and obligations and then to Members and former Members in satisfaction of Company liabilities to them and in accordance with their Sharing Ratios. Such proceeds shall be paid to such Members within thirty (30) days after all other debts, liabilities, and obligations have been paid.

ARTICLE XII - DECEASED MEMBER

12.1 Purchase of a Membership Interest Upon the Death of a Member.

a. If there is a death of a Member, the Deceased Member's estate shall offer to sell to the Company the Deceased Member's Membership Interest in the Company and the Company shall have an option to purchase the Deceased Member's Membership Interest within One hundred and twenty (120) days after the date of death of the Deceased Member, or the date upon which a purchase price is determined under paragraph 12.2, whichever is longer.

b. If the Company does not exercise its option to purchase the Deceased Member's Membership Interest pursuant to paragraph 12.1 a. above, then the Deceased Member's estate shall offer to sell to the remaining Members the Deceased Member's Membership Interest in the Company and the remaining Members shall have an option to purchase the Deceased Member's Membership Interest. The remaining Members, based upon their Sharing Ratios, shall have an option for one hundred and eighty (180) days from the date of death of the Deceased Member, or the date upon which a purchase price is determined under paragraph 12.2, whichever is longer, to purchase the Deceased Member's Membership Interest in the Company.

c. If all of the Deceased Member's Membership Interest in the Company is not purchased pursuant to paragraphs 12.1 a. and 12.1 b. above, then the Deceased Member may transfer Deceased Member's Membership Interest according to Deceased Member's testamentary intent.

12.1 Purchase Price. The purchase price for the Deceased Member's Membership Interest in the Company shall be as agreed upon between the parties. If the parties cannot agree on a purchase price, then the purchase price shall be equal to the amount which such Deceased Member would have received if all of the assets of the Company had been sold for their fair market value on the date at the end of the month preceding the date of death of the Deceased Member and the Company had been liquidated. For purposes of this Agreement, the fair market value of the assets of the Company shall be determined by agreement of the Members, or failing agreement by the Members, within ninety (90) days of the date of death of the Deceased Member, by independent appraisal by an agreed upon appraiser, or if no agreement, then the

Company shall pick an appraiser, the Deceased Member's estate shall pick an appraiser, and the two appraisers shall pick a third appraiser with the average of the two closest appraisals establishing the fair market value of the assets of the Company.

12.2 Terms of Payment of Purchase Price. If the purchase price for a Deceased Member's Membership Interest in the Company is set pursuant to paragraph 12.2, but the terms of payment were not agreed upon, then the purchase price plus interest at the prime rate as reported in *The Wall Street Journal* on the date of death shall be paid to the Deceased Member in sixty (60) equal consecutive monthly installments commencing on the date of closing, which date shall be within one hundred and eighty days (180) days of the date of death of the Deceased Member ("Promissory Note"). If *The Wall Street Journal* is not published on the date in question, the prime rate shall be the prime rate as reported in *The Wall Street Journal* on the next day it is published. If more than one prime rate is reported in *The Wall Street Journal*, the higher of the reported rates shall be used. If *The Wall Street Journal* is no longer published or if *The Wall Street Journal* no longer publishes a prime rate on the date in question, then the prime rate established by PNC Bank, of Okemos, Michigan shall be used to determine the prime rate.

ARTICLE XIII -VOLUNTARY DISASSOCIATION OF MEMBERSHIP

13.1 Purchase of a Membership Interest Upon the Disassociation of Membership. If there is Disassociation of Membership by a Withdrawing Member then the Withdrawing Member's interest in the Company, including the Withdrawing Member's share in the profits and losses in the Company and all of the rights of the Withdrawing Member to receive distributions of Company funds, including the right to assign said Membership Interest, shall, subject to the terms and conditions of this Agreement, devolve on and transfer to the Withdrawing Member's assignee or successor, as the case may be, but the assignee or successor shall not become a substitute Member unless by unanimous agreement of all of the remaining Members. The Withdrawing Member's Membership Interest shall be transferred within thirty (30) days of the Disassociation Date.

13.2 Purchase Price. The purchase price for a Withdrawing Member shall be as agreed upon between the parties. If the parties cannot agree on a purchase price, then the purchase price shall be equal to the amount which such Withdrawing Member would have received if all of the assets of the Company had been sold for their fair market value on the date at the end of the month preceding the Disassociation Date and the Company had been liquidated. For purposes of this Agreement, the fair market value of the assets of the Company shall be determined by agreement of the Members, or failing agreement by the Members, within Sixty (60) days of the Disassociation Date, by independent appraisal by an agreed upon appraiser, or if no agreement, then the Company shall pick an appraiser, the Withdrawing Member or the personal representative of the Withdrawing Member, shall pick an appraiser, and the two appraisers shall pick a third appraiser with the average of the two closest appraisals establishing the fair market value of the assets of the Company.

13.3 Payment of Purchase Price. If the purchase price for a Withdrawing Member's Membership Interest in the Company is set pursuant to paragraph 13.2, but the terms of payment were not agreed upon, then the purchase price plus interest at the prime rate as reported in *The Wall Street Journal* on the Disassociation Date shall be paid to the Withdrawing Member in

twenty four (24) equal consecutive monthly installments commencing on the date of closing, which date shall be within Ninety (90) days of the Disassociation Date ("Promissory Note"). If *The Wall Street Journal* is not published on the date in question, the prime rate shall be the prime rate as reported in *The Wall Street Journal* on the next day it is published. If more than one prime rate is reported in *The Wall Street Journal*, the higher of the reported rates shall be used. If *The Wall Street Journal* is no longer published or if *The Wall Street Journal* no longer publishes a prime rate on the date in question, then the prime rate established by PNC Bank, of Okemos, Michigan shall be used to determine the prime rate.

13.4 Purchase of Membership Interest Upon the Divorce of a Member. Upon the filing in Court by a Divorcing Member or a Divorcing Member's spouse for divorce, the Company, or at the election of the remaining Members the Members, shall have the option, for Ninety (90) days from the notice of said filing being sent to the Members, to purchase the Divorcing Member's interest for a purchase price as determined pursuant to paragraph 13.2 of this Agreement. Such sale and purchase shall be completed within thirty (30) days of the option being exercised.

13.5 Expulsion of a Member. A Member may not be expelled as a Member or an owner in the Company.

13.6 Voluntary Withdrawal of a Member. A Member may not voluntarily withdraw from the Company or voluntarily dissolve (if applicable), without the consent of a majority of the remaining Members. If a Member Withdraws in contravention of this provision, the Withdrawal shall be treated as if the Withdrawal was a death and the terms of paragraphs 12.2 and 12.3 apply, except that the purchase price shall be reduced by sixty percent (60%). However, the Withdrawing Member shall forfeit one hundred percent (100%) of any distribution which might otherwise be payable in connection with the Withdrawing Member's Membership Interest in the Company. In case of a Withdrawal prohibited by this paragraph (otherwise by Disassociation of Membership), the Withdrawing Member's Membership Interest in the Company shall be automatically cancelled by the Company without further act and such Member shall become liable to the Company and the remaining Members for any and all damages, losses, or expenses (including, without limitation, any adverse tax consequences) suffered or incurred by the Company or any remaining Members as a result of the Member Withdrawal.

ARTICLE XIV - ADDITION OF NEW MEMBERS

14.1 Addition of New Members. Except as provided in Article XII of this Agreement, upon the unanimous consent of Members, the Members of the Company may determine that it is in the best interest of the Company to admit additional Members subject to the terms of this Agreement, as amended to reflect the new ownership interests.

ARTICLE XV - MISCELLANEOUS PROVISIONS

15.1 Nouns and Pronouns. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

15.2 Headings. The headings contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

15.3 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

15.4 Entire Agreement. This Agreement and the Articles for the Company constitute the entire agreement among the parties hereto and contain all of the agreements among said parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

15.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15.6 Amendment. In conjunction with the provisions of paragraph 7.2 of this Agreement, this Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Agreement. No change or modification to this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement.

15.7 Notices. Any notice permitted or required under this Agreement shall be conveyed to the party at the address reflected in this Agreement and will be deemed to have been given, when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission.

15.8 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

15.9 Governing Law. This Agreement is being executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, without giving effect to conflict of law principles.

15.10 Advice of Counsel. The Members agree, stipulate, and acknowledge that FSBR has prepared this Agreement on behalf of and in the course of its representation of the Company, and that:

- a. each Member is aware that a conflict of interest may exist between said Member's interest and those of the Company and/or the other Members; and
- b. each Member has had the opportunity to seek the advice of independent legal counsel.

IN WITNESS WHEREOF, the parties hereto make and execute this Agreement as of the date first written above.

THE COMPANY:

TANNIN, LLC

BY: Christopher D. Roelofs
Christopher D. Roelofs, Manager

MEMBERS:

Christopher D. Roelofs
Christopher D. Roelofs

Anne M. Uitvlugt
Anne M. Uitvlugt

EXHIBIT A

<u>Member Name & Address</u>		<u>Initial Capital Contribution</u>	<u>Sharing (Interest in LLC)</u>
1.	Christopher D. Roelofs 820 Beech Street East Lansing, MI 48823	\$1020.00	55%
2.	Anne M. Uitvlugt 820 Beech Street East Lansing, MI 48823	\$ 980.00	45%

TAB⁵

COMMERCIAL LEASE AGREEMENT

Section 1 - *PARTIES:*

This Lease, hereinafter called "the Lease," is made and entered into this **19th day of April, 2018** between **Zumbrink Properties, LLC**, hereinafter called "Landlord," whose principal place of business is at PO Box 4981, East Lansing, MI 48823 and **Tannin, LLC**, hereinafter called the "Tenant," whose principal place of business is at 1620 E Michigan Ave, Lansing, MI 48912.

Section 2 - *PREMISES:*

Landlord, in consideration of the covenants, conditions, agreements, and stipulations of the Tenant hereinafter expressed, does hereby demise and lease to the Tenant, and the Tenant does hereby take and hire from the Landlord, the following Premises, hereinafter called "Premises," situated in the City of Lansing, County of Ingham, and State of Michigan, known and described as follows: approximately 2452 sq.ft. of restaurant space, located at 1620 E Michigan Ave, Lansing, MI 48912. Tenant has examined the Premises and agrees to accept the Premises "AS IS" in the present condition, other than Landlord shall patch, seal and stripe the park lot prior to rent commencement.

Section 3 - *TERM OF LEASE, USE OF THE PREMISES, AND HOLDOVER:*

The term shall commence on signing, and terminate **Sixty-Five (65) months and 11 days after commencement**. The premises shall be used by the Tenant for the operation of a restaurant and related business. It is understood and agreed between the parties to this Lease that the Premises during the continuance of this Lease shall be used and occupied by the Tenant for no other purpose or purposes without the written consent of the Landlord, which consent shall not be unreasonably withheld, and that the Tenant will not use the Premises for any purpose in violation of any applicable law, or municipal ordinance, or regulation.

If Tenant remains in possession of the Premises after expiration of the term of this Lease, possession will be deemed to be on a month-to-month basis under the same conditions as provided in this Lease Agreement except for the term of occupancy being month-to-month. Upon Landlord giving 30 days written notice, the rental rate for any holdover period can be increased at the Landlord's discretion.

Section 4 - *RENT PAYABLE:*

The Tenant agrees and promises to pay **One Hundred Eighty-Seven Thousand Dollars (\$187,000.00)** for the term of the Lease in base monthly rental installments for the Premises as follows:

Months 1-5	Rent is abated
Months 6-41	\$3065.00 Monthly
Months 42-53	\$3157.00 Monthly
Months 54-65	\$3252.00 Monthly

Tenant shall assume common area maintenance, utilities and property taxes (prorated to date of possession by Tenant) upon possession of the space by the Tenant

The monthly rental payments are due on the first (1st) day of each month during the term of this Lease agreement. In the event the Tenant has not paid the monthly rent due to Landlord by the 7th of the month, the Tenant shall pay a service charge of five percent (5%) of the monthly rental amount, or \$100.00, whichever is greater. This service charge is to be paid for each and every month the rent is not paid by the 7th of the month.

All rental payments shall be made by checks payable to Landlord and mailed to it at the address indicated in Section 33 unless otherwise designated in writing by Landlord, or by check made payable to any other payee or mailed to any other address which Landlord or any successors in interest to Landlord may designate in writing. In the event Tenant's check is returned for lack of sufficient funds or any other reason, Tenant shall pay a fee of Fifty and 00/100 Dollars (\$50.00) to cover Landlord's administrative costs. This fee is in addition to any service charge for late payment of rent.

Section 5 - SECURITY DEPOSIT:

Upon execution of this lease, the Tenant hereby agrees to a security deposit held by the Landlord in the sum of Three Thousand Dollars (\$ 3000.00) as security for its performance of the duties and covenants required by this Lease. The security deposit may be used by Landlord to pay rent, late fees, unpaid utilities, property damage liabilities and clean up assessed to Tenant. *As long as rent is current and all tenant obligations have been met, security deposit will be returned.* Any portion of the security deposit not so applied after termination of the Lease shall be refunded to Tenant within sixty (60) days after termination.

Section 6 - OPTION TERM:

Tenant shall have two, five-year option to renew the lease at current rent rate plus 3% per year. Tenant shall give notice of its intent in writing no later than 180 days before lease end.

Section 7 – EXPANSION OPTION:

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Section 8 - MAINTENANCE AND REPAIR:

Landlord shall make all necessary repairs and replacements to the roof, gutters, downspouts, foundation and the four outer walls of the premises. Except for those items expressly required to be maintained by Landlord above, Tenant agrees, at its cost and expense to maintain the Leased Premises including without limitation, all plumbing, heating, electrical, doors and lighting. Landlord shall make all repairs to the Premises which are required due to fire, casualty, or other act of God. Tenant, however, shall make all repairs and replacements arising from Tenant's act, neglect, or default. Except as provided above, Tenant shall keep the Premises in good repair. Upon the expiration of the term of this Lease, Tenant shall yield and deliver up the premises in like condition as when taken, reasonable use and wear and repairs required to be made by Landlord excepted. In the event Tenant fails to make any of the repairs which it is obligated to make with reasonable notice, Landlord shall be entitled to enter the Premises and make or cause the same to be made. The amount or amounts expended by Landlord for such repairs shall be due and payable by Tenant to Landlord as Additional Rent.

Tenant shall have preventative maintenance completed on the HVAC units every six months by a licensed heating and cooling technician.

Tenant shall be responsible for repairs necessitated by the negligence of Tenant or its employees or agents. Tenant shall replace and maintain the installation of electric light lamps and shall be liable for any damage from overloading of any of the lighting circuits in or leading to the Premises. Tenant shall be responsible for the cleaning of the Premises.

Tenant will provide common area maintenance, lawn care and snow removal and, parking lot maintenance at its sole expense. In the case that the parking lot requires more than 50% resurfacing, the Landlord and Tenant shall split the costs of such work.

Section 9 - UTILITIES:

Tenant is responsible for electric, trash, janitorial, water, sewer, and gas. Tenant agrees to assume billing of utilities upon taking possession of the premises.

Section 10 - TENANT'S SIGN IDENTIFICATION:

Tenant shall have the right to install and maintain signs at its expense in connection with its use of the premises. The signs must be approved by Landlord in writing and must meet all governmental regulations and requirements. Tenant shall not construct, place or paint any sign or awning or other improvement or apparatus on the exterior of the building without the prior consent of the Lessor, which will not be unreasonably withheld.

Section 11 - PARKING:

Parking is limited to employee and customer parking while using the building.

Section 12 - ALTERATIONS AND SURRENDER OF PREMISES:

If the Tenant desires to make alterations, additions, or improvements to the Premises, Tenant covenants and agrees that it will not make any cosmetic change, structural change, or major alteration without Landlord's consent, which shall not be unreasonably withheld, and that it will not in any manner deface or injure said Premises or any part thereof, and that it will return said Premises peaceably and promptly to Landlord at the end of the term of this Lease, or at any previous termination thereof, in as good condition as the same are now in, ordinary wear and tear excepted. All alterations, additions, or improvements made by either party to the Lease upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease without molestation or injury. Landlord gives consent to Tenant to install an alarm system at its cost of installing and monitoring the system and that the system will be treated as a Tenant fixture. If upgrades to water or the sanitary sewer need to be made for the Tenants use, these expenses will be the sole cost of the Tenant. If repair of the sanitary sewer line or water line are required due to defect and not by cause of the tenant, the Landlord shall be responsible for replacement.

The tenant agrees to protect the future use of the drive through window and permitted use by the City of Lansing for the use of a drive through window and that it shall not make any changes to the building that could cause such use to be denied in the future.

Section 13 - LIENS:

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold landlord harmless from such lien or claim of lien. Tenant shall at its expense cause such liens to be discharged of record of payment, bond, or otherwise as allowed by law, within thirty (30) days after the filing of the lien.

Section 14 - *FIXTURES AND PERSONAL PROPERTY:*

Any movable trade fixtures, equipment, and other property installed in the Premises by or at the expense of the Tenant shall remain the property of the Tenant so long as the Tenant is not in default of any of the terms of this Lease. Landlord agrees that Tenant shall have the right to remove any and all of its movable trade fixtures, equipment and other property provided, however, that in the event of such removal Tenant shall restore the Premises to substantially the same condition in which the Premises were at the time Tenant took possession, ordinary wear and tear excepted. After the expiration or termination of this Lease, the Tenant agrees to reimburse the Landlord for the actual cost of removing the property and restoration of the Premises to substantially the same condition in which the Premises were at the time the Tenant took possession, ordinary wear and tear excepted.

Section 15 - *ABANDONED PROPERTY:*

In the event Tenant shall abandon the Premises and leave any trade fixtures, equipment, or other personal property, then Landlord has the absolute right to remove the trade fixtures, equipment, or other personal property from the Premises and retain or dispose of it in any way Landlord deems reasonable. As used in this Lease, the term "abandon" shall be defined as "the voluntary desertion, surrender, relinquishment, disclaimer, or cession of the subject property or rights thereto." Failure to occupy the Premises for thirty (30) or more consecutive days shall constitute evidence of intent to abandon the Premises. Should Tenant cease operations in the Premises, it shall continue to pay all rent due Landlord and maintain a furnished appearance.

Section 16 - *INSPECTION:*

Landlord shall have the right at all reasonable times to inspect the interior of the Premises and to perform any and all repairs necessarily required of Landlord and to periodically assess the condition of said Premises. *Except in an emergency, lessor shall provide lessee with 1 day notice of inspection.*

Section 17 - *SHOWING OF PROPERTY:*

Landlord shall be allowed to show the Premises to prospective Lessees during the period Tenant occupies the premises three months prior to termination of lease, unless Tenant and Landlord both agree to a new lease extending the occupancy. If Tenant provides Landlord with thirty (30) notice to terminate the tenancy, Landlord shall place any "For Lease" signs that Landlord deems necessary on or about the Premises to assist Landlord in renting said Premises.

Section 18 - *ASSIGNING:*

Tenant may assign its interest in the Lease with the consent of Landlord, which shall not be unreasonably withheld, but such assignment shall not relieve the Tenant of its obligations under this Lease unless Landlord shall consent in writing to such release of Tenant's obligations.

Section 19 - *SUBLETTING:*

Tenant shall have the right to sublease the Premises with the consent of Landlord, which consent shall not be unreasonably withheld. Any sublease pursuant to this provision shall in no way release the Tenant or Landlord from their responsibilities or covenants under this Lease.

Section 20 - TAXES:

Tenant shall pay all real estate taxes for the Premises.

Section 21 - INSURANCE AND INDEMNITY:

The Tenant agrees to maintain his own liability and personal property insurance.

If Tenant opens the space to the public during the term and any renewal of this Lease, Tenant shall maintain, at Tenant's expense, a minimum of \$1,000,000.00 public liability insurance, \$100,000.00 property damage insurance with respect to Tenant's use and occupancy of the leased Premises protecting both Landlord and Tenant as their respective interest may appear. Each policy shall name Landlord as an insured, contain a clause that the insurer will not cancel or change such policy without ten (10) days prior written consent and shall be written with an insurance company acceptable to Landlord. Tenant shall deliver to Landlord the customary form of certificates evidencing such insurance coverage and payment of the premium(s) annually throughout the term of the lease.

Notwithstanding the above provision, except for any negligence of the Landlord, the Tenant does hereby covenant for itself, its successors and assigns, that it will keep and save harmless, the Landlord, their heirs and assigns, from any and all liability for anything arising from or out of the occupancy of the Tenant, its successors or assigns, or its servants or agents, and from any loss or damage arising from any fault or negligence by the Tenant, its successors or assigns, or failure on its part to comply with any covenant, condition, or obligation contained in this Lease. Landlord agrees to provide the same indemnification to Tenant.

The Landlord shall maintain property damage, fire, and extended coverage insurance upon the building structure and shall be reimbursed by the Tenant for the cost of such policy. Any contents, business interruption, or other insurance desired by Tenant shall be obtained by Tenant at its sole expense.

Section 22 - WAIVER OF SUBROGATION:

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

Section 23 - FIRE OR HAZARD:

If the leased Premises or the building containing the same be damaged or destroyed by fire or other casualty, Landlord shall repair and restore the building and Premises forthwith and with due diligence to their condition immediately prior to such damage or destruction. The fixed rents shall abate proportionately according to the extent that the tenantability of the leased Premises is affected. However, in the event the Premises are completely destroyed or damaged so as not to be useable by the Lessee for the purposes herein provided, this Lease may be terminated by either party hereto by serving a thirty (30) day written notice upon the other and fixed rents shall abate according to the time period that the tenantability of the leased Premises is affected.

Section 24 - EMINENT DOMAIN:

If the leased Premises are condemned or taken for any governmental purpose by power of eminent domain, this Lease shall terminate automatically.

Section 25 - HAZARDOUS MATERIAL:

Tenant shall not in any manner use, maintain or allow the use or maintenance of the Premises in violation of any law, ordinance, statute, regulation, rule or order (collectively "Laws") of any governmental authority, including but not limited to Laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain or allow the use or maintenance of the Premises or any part thereof to treat, store, generate, transfer, dispose of, release, convey or recover hazardous, toxic or infectious waste nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Premises; provided, however, any toxic material lawfully permitted and generally recognized as necessary and appropriate for general medical office use may be stored and used on the Premises so long as (i) such storage and use is in the ordinary course of Tenant's business permitted under this Lease, and (ii) such storage and use is performed in compliance with all applicable Laws and in compliance with the highest standards prevailing in the industry for the storage and use of such materials.

Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, or (iii) any substances of which the manufacture, use, treatment, storage, transportation, or disposal is regulated by any Laws, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Federal Water Pollution Control Act; the Clean Air Act; the Michigan Water Resources Commission Act; and any other applicable federal, state or local Laws.

Tenant shall immediately notify Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Premises in violation of any Laws and shall deliver to Landlord any notice received by Tenant relating thereto. Tenant shall promptly supply to Landlord a copy of the reports of any environmental audit or investigation undertaken on the Premises, all notices, demands, inquiries or claims received from any person or entity as a result of contamination from hazardous substances alleged to be on or emanating from the Premises, and any reports or applications for licenses, permits, or approvals affecting the Premises submitted by or on behalf of Tenant to any environmental regulatory agency. Landlord and its agents shall have the right, but not the duty, to inspect the Premises and conduct tests thereon at any time to determine whether or the extent to which there is hazardous, toxic or infectious waste on the Premises. Landlord shall have the right to immediately enter upon the Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent if such requirement arose in whole or in part because of Tenant's use of the Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's request, concerning Tenant's best knowledge and belief regarding the presence of any hazardous, toxic or infectious waste on the Premises or Tenant's intent to store or use toxic materials on the Premises and Tenant shall promptly furnish to Landlord any information requested by Landlord concerning Tenant's operations on the Premises, whether or not such information is of a proprietary nature. Tenant shall indemnify and hold harmless Landlord from any and

all claims, judgments, penalties, fines, loss, liability, costs, damages, expenses, attorneys' fees and any other charges incurred by Landlord in connection with any breach by Tenant of its obligations under this Section (including, without limitation, the cost of remediation, investigation, monitoring, removal, or restoration required). The covenants and obligations of Tenant hereunder, including Tenant's indemnification of Landlord hereunder, shall survive the expiration or earlier termination of this Lease.

Section 26 - *DEFAULTS AND REMEDIES:*

Subsection A - *DEFAULTS BY TENANT:*

The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

1. Tenant fails to pay any monthly installment of minimum base rent or any other amounts due Landlord from Tenant as Additional Rent, rent or otherwise, within seven (7) days of written notice from Landlord to Tenant that any such payment is overdue.
2. Tenant fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by Tenant under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time.
3. Tenant vacates or abandons the Premises for any period during the lease term; or fails to take possession of the Premises when possession is tendered by Landlord, or fails to submit plans or other information necessary for Landlord to complete the tenant improvements.
4. A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on or about the Premises or of Tenant's interest in this Lease; or Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied under execution.
5. A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute, provided, however, Tenant shall not be in default under this Section if an involuntary petition in bankruptcy filed against Tenant is dismissed within thirty (30) days after said filing.

Subsection B - *REMEDIES OF LANDLORD:*

Upon occurrence of any event of default set forth above, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand by Tenant:

1. Landlord may apply the security deposit or re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

2. Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (ii) Landlord may re-enter the Premises and dispossess Tenant or any other occupants of the Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent
3. Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

Subsection C - *CUMULATIVE REMEDIES:*

All rights and remedies of the parties shall be cumulative, and none shall be exclusive of any other rights or remedies allowed by law, in equity, by statute, or by the terms of this Lease.

Subsection D - *LANDLORD DEFAULT AND TENANT'S REMEDIES:*

It shall be a default under and breach of this Lease by Landlord if Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by Landlord under this Lease for a period of thirty (30) days after notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold or abate any rent due hereunder. Tenant shall be entitled to court costs and actual attorneys' fees in any successful court action against Landlord.

Subsection E - *LIMITATION OF LANDLORD'S LIABILITY:*

The references to "Landlord" in this Lease shall be limited to, mean and include only the owner or owners, at the time, of the fee simple interest in the Building. In the event of a sale or transfer of such interest (except a mortgage or other transfer as security for a debt), the "Landlord" named herein, or, in the case of a subsequent transfer, the transferor, shall, after the date of such transfer, be automatically released from all personal liability for the performance or observance of any term, condition, covenant or obligation required to be performed or observed by Landlord hereunder.

Subsection F - *NON-WAIVER OF DEFAULTS:*

The failure or delay by either party hereto to exercise or enforce at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to exercise or enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be deemed to be a waiver of any other default and breach. One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval to, or of, any act requiring consent or approval shall not be deemed to render unnecessary consent or approval to, or of, any subsequent similar act. No breach of a covenant or condition of this

Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Subsection G - ATTORNEYS' FEES AND COURT COSTS:

In the event Tenant defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and Landlord employs attorneys to enforce all or any part of this Lease, collect any rent due or to become due, or recover possession of the Premises, Tenant agrees to reimburse Landlord for the attorneys' fees (whether or not suit is actually filed) and court costs incurred thereby as Additional Rent.

In the event Landlord defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and Tenant employs attorneys to enforce all or any part of this Lease or recover possession of the Premises, Landlord agrees to reimburse Tenant for the attorneys' fees.

Subsection H - PAYMENTS AFTER TERMINATION:

No payment of money by Tenant to Landlord after the termination of this Lease, in any manner, or after the giving of any notice by Landlord to Tenant, shall reinstate, continue or extend the terms of this Lease or affect any notice given to Tenant prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of rent due or any other sums of money due under the terms of this Lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit and judgment therefore obtained.

Section 27 - HABITUAL LATE PAYMENT:

Habitual late payment of rent or other charges due shall constitute a breach of this Lease by Tenant. Such a breach shall be adequate grounds for termination of this Lease by Landlord, at Landlord's option. Landlord's right to terminate pursuant to this Section shall not be construed as limiting Landlord's rights under any other Section of this Lease. "Habitual Late Payment" is defined as three (3) instances of failure by Tenant to pay its rent or other charges or three (3) consecutive instances where the Tenant neglects to pay its rent and other charges due in full within ten (10) days after the same is due. Landlord's decision to terminate pursuant to this Section shall be a remedy supplementary to its other remedies under this Lease and not an election between any Sections. Landlord's forbearing from exercising its rights pursuant to this Section shall not be deemed to be a waiver and Landlord may invoke its rights at any time at its sole discretion.

Section 28 - NON-LIABILITY:

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omission(s) of any persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or his property from burst, stopped or leaking water, gas, or sewer pipes, or for any damage or loss of property within the Premises from any cause whatsoever excepting that caused by the gross negligence of the Landlord, his agents or employees. If Landlord receives insurance proceeds for such casualty or damage, the proceeds shall be first applied to reimburse Tenant for any loss or damage occasioned thereby. Notwithstanding the preceding sentence, in no event shall Landlord have any liability or obligation to

Tenant for such damages over and above the amount of said insurance benefits, nor shall Tenant be excused from purchasing the property insurance coverage required by this Lease. An occurrence described in the preceding sentences shall not be deemed to be an actual or constructive eviction from the Premises.

In the event of any sale or transfer (including any transfer by operation of law) of the Premises, Landlord shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's respective period of ownership, provided that the new owner or transferee assumes in writing all of the obligations of the Landlord under this Lease.

Section 29 - *FORCE MAJEURE*:

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reason of the like nature not the fault of the party delayed in performing work or doing acts required under the term of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

Section 30 - *ACCESS BY TENANT*:

Landlord covenants and agrees to provide Tenant with access to the Premises at all times, and covenants that its building shall remain open to the public during normal business hours.

Section 31 - *QUIET ENJOYMENT*:

Landlord covenants and agrees that Tenant shall have quiet and peaceable enjoyment of the Premises so long as Tenant is not in default and complies with all provisions of the Lease.

Section 32 - *WAIVER OF JURY TRIAL*:

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord to Tenant, the use or occupancy of the premises by Tenant or any person claiming through or under Tenant, any claim of injury or damage, and any emergency or other statutory remedy provided, however, the foregoing waiver shall not apply to any action for personal injury or property damage.

Section 33 - *NOTICES*:

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given in writing and forwarded by mail addressed as follows:

To the Landlord at:
PO Box 4981
East Lansing, MI 48823

To the Tenant at:
C/O Christopher Roelofs
4444 River Glen
Okemos, MI 48864

Such addresses may be changed from time to time by either serving notices as above provided.

Section 34 - *OBLIGATION OF SUCCESSORS:*

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate paragraph hereof, and that all the provisions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

Section 35 - *EFFECT OF PARTIAL INVALIDITY:*

The invalidity or unenforceability of any part of this Lease shall not impair any other provision.

Section 36 - *HEADINGS OF SECTIONS:*

The headings of sections are for convenience only and do not define, limit, or construe the contents.

Section 37 - *PLURAL LANDLORDS AND TENANTS:*

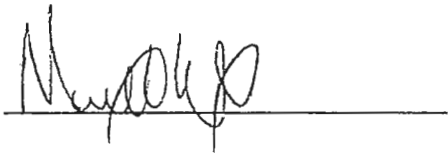
If there shall be more than one Landlord-Tenant named in this Lease, the word Landlord-Tenant shall mean and include all of the named Landlords-Tenants, and each named Landlord-Tenant shall be jointly and severally liable and responsible for all of the obligations of the Landlord-Tenant under this Lease. Service of notice on or by one of the named Landlords-Tenants shall constitute service on or by all Landlords-Tenants.

Section 38 - *INTEGRATION:*

This Lease constitutes the entire agreement of the parties, which agreement is fully integrated in the Lease. It is expressly understood and agreed that there are no other terms, representations, covenants, or conditions of any nature which are not included in this Lease. This Lease may not be altered or modified except in writing executed by all parties hereto.

IN WITNESS HEREOF the parties hereto set forth their signatures to this twelve (12) page Lease on the 19th day of April, 2018.

Witness to Landlord:

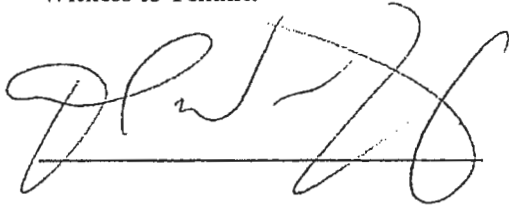


LANDLORD: Zumbrink Properties, LLC

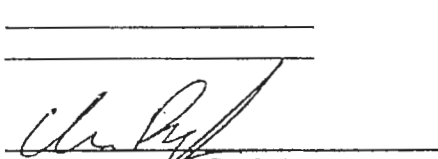
PO Box 4981
East Lansing, MI 48823


BY: Jon Zumbrink
ITS: MEMBER

Witness to Tenant:



TENANT: Tannin, LLC

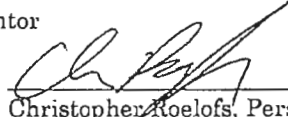

BY: Christopher Roelofs
ITS: MEMEBER

Personal Guarantee

As an inducement to the above referred and attached Lease entered by Zumbrink Properties, LLC, as Lessor, and Tannin, LLC, as Lessee, Christopher Roelofs, hereinafter referred to as Guarantor, do hereby personally guarantee to Lessor, its successors and assigns, the full payment of principal, interest, and all other monies due and owing under the above Lease for a period of five (5) Years. This is a guarantee of payment and not a guarantee of collection. The guarantee is absolute and unconditional. Upon default in any payment obligation by Lessee, after notice given to Lessee of such default, Lessor may proceed against the Guarantor without resort to the Lessee. The Guarantor hereby waives presentment, demand, protest, and any other condition precedent to his personal liability under this guarantee upon default. The Guarantor hereby consents to and extensions, amendments, renewals, refinancing, or waivers given to or by the Lessee under the Lease without advance knowledge or approval by Guarantor. Any proceedings against the Lessee shall not release any rights that the Lessor may have against Lessee. Failure on the part of the Lessor to preserve any right which it may have shall not constitute a defense to the Guarantor under any changes in the composition or legal capacity of any of the parties to this Guarantee, or the Lease, including but not limited to any legal disability on the part of the Lessee. It is further understood and agreed that this Guarantee shall be construed to apply to Lessee incurred obligations during any term of the above referred Lease, primary as well as options, if any, as well as during any month to month or holdover tenancy occupation of the Lessee, or the assignment or sublease of the lessee's interest to a third party.

Dated this 19th day of April, 2018

Guarantor



Christopher Roelofs, Personally
4444 River Glen, Okemos MI 48864

CITY OF LANSING

Receipt: 3295

12/20/18

CITY CLERK
124 W MICHIGAN AVENUE 9TH FLOOR

Cashier: BJackson
Received Of: FAHEY

The sum of: 1,450.00

523	LIQUOR LICENSE		1,450.00
		Total	1,450.00
	CHECKS	12196	1,450.00

Signed: _____



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: New Micro Brewery	Other: Small Distillers

NAME:

Tannin, LLC
1620 E. Michigan Ave
Lansing MI 48912

THAT THE REQUEST: By Tannin, LLC. for a transfer location of Class C Liquor License at 1620 E. Michigan Ave Lansing MI 48912, Ingham County

<u>Location Approval</u>	<u>Building Approval</u>
Signature & Date	Signature & Date
Chief of Police <u>Approved</u>	_____
Fire Marshal <u>Approved (Licensing Inspections)</u>	_____
Planning/Zoning <u>Approved</u>	<u>Approved</u>
Building Comm. <u>Approved</u>	<u>Approved</u>
City Treasurer <u>Approved</u>	_____
Date to City Council <u>1/4/2019</u>	_____

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

BY THE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of James A. Houthoofd, Jr. 5787 Green Road, Haslett, MI 48840 as a Member of the Saginaw Street Corridor Improvement Authority with a term to expire on June 30, 2121; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ met and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of James A. Houthoofd, Jr as a Member of the Saginaw Street Corridor Improvement Authority with a term to expire on June 30, 2121.

Jackson, Brian

From: noreply@civicplus.com
Sent: Thursday, December 06, 2018 10:53 AM
To: Plummer, Marilyn
Subject: Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

(Section Break)

Date	12/6/2018
First Name	James Jr.
Middle	Anthony
Last Name	Houthoofd
Other name(s) by which you have been known, including maiden names	Jim
Date of Birth	██████████
Address	5787 Green Road
City	Haslett
State	MI
Zip Code	48840
Email	jhouthoofd@neogen.com

Gender	Male
Ward	1
Precinct	non-resident business person
Best phone number to contact you	517-372-9200
Last 4 digits of social security number	████
In what year did you move to Lansing?	0000
Additional information regarding experience and credentials	I have worked in Lansing since 1986 and have paid taxes as a non-resident. I have considerable experience (29 years) as the Neogen contact for infrastructure and economic development. Prior to Neogen, I worked as an auditor for Ernst & Young, a CPA firm, in the Lansing Office.
Occupational Background	I currently serve as Treasurer for Neogen Corporation. I am a Certified Public Accountant (CPA) and a Chartered Global Management Accountant (CGMA)
Educational Background	BA from MSU in Communications, two years of post graduate work in Accounting at U of M, Executive MBA at Northwood University.
Please attach a resume if available	<i>Field not completed.</i>
First choice for board to serve on	Saginaw St. Coordinator Improvement Authority
Second choice of a board to serve on	Michigan Avenue Corridor Improvement Authority
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the	Having accumulated 30+ years of knowledge of the City of Lansing, I believe I understand what makes the City great and hope to keep the momentum moving forward. I've worked with members of the staff, in many departments, and have accumulated many positive experiences. I would hope that my business experience would be valuable to the City.

work of the board or
commission

Qualifications and
Eligibility – At this time,
if you do not meet one or
more of the qualifications
or eligibility requirements
listed at the top, please
state here the requirement
to be met and explain
how you will be qualified
or eligible before you
would be sworn in to an
appointed office

I do not live within the City, but consider myself a stakeholder and participate in the successes and failures of the City. As a representative of Neogen Corporation, I would help to bring viewpoints and opinions from the Company, into the discussion. Neogen is a growing company with an increasing workforce. A very large part of our operations are based in Lansing.

Background Check
Authorization

I agree

Please type your name in
this box to signify that
you can serve on a board
or commission and the
information in this
application is accurate to
the best of your
knowledge

James A Houthoofd

Date & Time

12/6/2018 11:45 AM

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BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Jeff McAlvey of 3432 Glasgow Drive, Lansing, MI 48911 as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2025; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment Jeff McAlvey of 3432 Glasgow Drive, Lansing, MI 48911 as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2025.

From: noreply@civicplus.com
Sent: Monday, December 10, 2018 2:40 PM
To: Plummer, Marilyn
Subject: Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

(Section Break)

Date	12/10/2018
First Name	Jeff
Middle	<i>Field not completed.</i>
Last Name	McAlvey
Other name(s) by which you have been known, including maiden names	<i>Field not completed.</i>
Date of Birth	
Address	3432 Glasgow Dr
City	Lansing
State	MI
Zip Code	48911
Email	jmcalsey@mcalsey.com

Gender	Male
Ward	3
Precinct	11
Best phone number to contact you	5178621007
Last 4 digits of social security number	████
In what year did you move to Lansing?	1984
Additional information regarding experience and credentials	<i>Field not completed.</i>
Occupational Background	Partner, McAlvey Merchant & Associates and Ottawa Street Biggby Coffee Shop
Educational Background	BS MSU
Please attach a resume if available	<i>Field not completed.</i>
First choice for board to serve on	Elected Officers Compensation Commission
Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	As a long time Lansing resident, I want to see that Lansing taxpayer's money is spent wisely, but at the same time we compensate our elected officials at a level that ensures we can attract capable people to serve in those roles.
Qualifications and Eligibility – At this time,	<i>Field not completed.</i>

if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office

Background Check Authorization	I agree
--------------------------------	---------

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Jeff McAlvey
--	--------------

Date & Time	12/10/2018 2:45 PM
-------------	--------------------

Email not displaying correctly? [View it in your browser.](#)

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Stephen E. Young of 2133 Moores River Drive, Lansing, MI 48910 as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2023; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Stephen E. Young of 2133 Moores River Drive, Lansing, MI 48910 as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2023.

From: noreply@civicplus.com
Sent: Friday, December 14, 2018 5:08 PM
To: Plummer, Marilyn
Subject: Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

(Section Break)

Date	12/14/2018
First Name	Stephen
Middle	Ellsworth
Last Name	Young
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	
Address	2133 Moores River Drive
City	Lansing
State	Michigan
Zip Code	48910
Email	young.s@gcsionline.com

Gender	Male
Ward	4
Precinct	<i>Field not completed.</i>
Best phone number to contact you	5175257290
Last 4 digits of social security number	████
In what year did you move to Lansing?	1973
Additional information regarding experience and credentials	Lived and worked in Lansing proper since mid-90's; Lived in Lansing area since 1974; Recently appointed by Governor Snyder to the Northern Michigan University Board of Trustees for a term beginning 1/1/2019
Occupational Background	<i>Field not completed.</i>
Educational Background	BA, Michigan State University, 1979
Please attach a resume if available	SYResume2018.pdf
First choice for board to serve on	Elected Officers Compensation Commission
Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	Lansing has been my home for years. I am in a position both professionally and personally to give back to the community that I have been a part of for so many years and would like to serve.
Qualifications and Eligibility – At this time,	<i>Field not completed.</i>

if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office

Background Check
Authorization

I agree

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge

Stephen Young

Date & Time

12/14/2018 5:00 PM

Email not displaying correctly? [View it in your browser.](#)

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Michigan Department of Treasury, through Numbered Letter 2016-1, requires a deficit elimination plan for funds in which future property tax or special assessment revenue offset special assessment balances; and

WHEREAS, the City's Special Assessment Capital Project Fund ended fiscal year 2018 with a current year deficit of \$155,261 due amounts fronted by the City for special assessment rolls which are to be repaid through special assessments in future years;

NOW, THEREFORE, BE IT RESOLVED that the attached schedules are adopted as the City's Special Assessment Capital Project Fund deficit elimination plan for special assessment roll balances as of June 30, 2018.

City of Lansing Special Assessments Capital Projects Fund Deficit Elimination Plan
Fiscal Year 2018

Roll	Special Assessment Type	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special
		Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment
		Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
		<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>FY 2031</u>	<u>FY 2032</u>	<u>FY 2033</u>	<u>FY 2034</u>	<u>FY 2035</u>
A367	Stormsewer/Curb & Gutter	\$ 586	\$ 452	\$ 386	\$ 386	\$ 386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A368	Stormsewer/Curb & Gutter	296	296	296	292	-	-	-	-	-	-	-	-	-	-	-	-	-
A369	Stormsewer/Curb & Gutter	533	533	533	533	343	-	-	-	-	-	-	-	-	-	-	-	-
A394	Stormsewer/Curb & Gutter	3,633	3,633	3,633	3,633	3,633	3,633	3,633	614	-	-	-	-	-	-	-	-	-
A395	Stormsewer/Curb & Gutter	4,132	4,132	4,132	4,132	4,132	4,132	4,132	-	-	-	-	-	-	-	-	-	-
B071	Sidewalk Repair	831	831	807	583	421	-	-	-	-	-	-	-	-	-	-	-	-
B077	Sidewalk Repair	200	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B080	Sidewalk Repair	434	161	98	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B081	Sidewalk Repair	617	450	185	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B086	Sidewalk Repair	400	310	200	200	48	-	-	-	-	-	-	-	-	-	-	-	-
B087	Sidewalk Repair	100	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B090	Sidewalk Repair	2,150	2,150	2,150	2,150	2,001	297	310	-	-	-	-	-	-	-	-	-	-
B091	Sidewalk Repair	2,391	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B092	Sidewalk Repair	4,886	4,886	4,886	4,782	4,780	4,780	4,761	-	-	-	-	-	-	-	-	-	-
B094	Sidewalk Repair	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,021	3,020	2,056	1,876
B095	Sidewalk Repair	4,296	4,286	4,283	2,283	-	-	-	-	-	-	-	-	-	-	-	-	-
B096	Sidewalk Repair	1,128	1,128	1,128	1,126	822	-	-	-	-	-	-	-	-	-	-	-	-
F385	Sanitary Sewer	961	961	961	961	961	176	-	-	-	-	-	-	-	-	-	-	-
G350	Stormsewer/Curb & Gutter	206	206	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G351	Stormsewer/Curb & Gutter	212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G357	Stormsewer/Curb & Gutter	293	293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G373	Stormsewer/Curb & Gutter	452	452	411	252	252	-	-	-	-	-	-	-	-	-	-	-	-
G376	Stormsewer/Curb & Gutter	468	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G377	Stormsewer/Curb & Gutter	200	200	200	200	42	-	-	-	-	-	-	-	-	-	-	-	-
G378	Stormsewer/Curb & Gutter	2,899	2,899	2,854	2,299	2,191	1,863	1,863	661	-	-	-	-	-	-	-	-	-
G381	Stormsewer/Curb & Gutter	2,046	1,426	1,187	1,187	1,187	1,187	1,187	387	-	-	-	-	-	-	-	-	-
G382	Stormsewer/Curb & Gutter	588	588	588	588	588	588	588	235	-	-	-	-	-	-	-	-	-
G389	Stormsewer/Curb & Gutter	2,180	1,899	1,286	514	514	514	514	514	514	-	-	-	-	-	-	-	-
G391	Sidewalk Repair	350	172	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G392	Sidewalk Repair	851	613	344	731	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		\$ 41,341	\$ 36,173	\$ 33,569	\$ 29,854	\$ 25,325	\$ 20,193	\$ 20,011	\$ 5,433	\$ 3,537	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,021	\$ 3,020	\$ 2,056	\$ 1,876
Special Assessment Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Net Position		\$ 41,341	\$ 36,173	\$ 33,569	\$ 29,854	\$ 25,325	\$ 20,193	\$ 20,011	\$ 5,433	\$ 3,537	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,021	\$ 3,020	\$ 2,056	\$ 1,876
Note: The above schedule reflects existing special assessments as of June 30, 2018. New special assessment rolls are likely to be authorized in future years.																		
Beginning Fund Balance		\$ (155,261)	(113,920)	(77,747)	(44,178)	(14,323)	11,002	31,194	51,205	56,638	60,175	63,198	66,220	69,243	72,265	75,286	78,307	80,362
Change in Net Position		41,341	36,173	33,569	29,854	25,325	20,193	20,011	5,433	3,537	3,023	3,023	3,023	3,023	3,021	3,020	2,056	1,876
Ending Fund Balance		\$ (113,920)	(77,747)	(44,178)	(14,323)	11,002	31,194	51,205	56,638	60,175	63,198	66,220	69,243	72,265	75,286	78,307	80,362	82,239

City of Lansing Special Assessments Capital Projects Fund Deficit Elimination Plan - Assessment Roll Receivable
Fiscal Year 2018

Roll	Special Assessment Type	FY 2018 Balance	FY 2019 Balance	FY 2020 Balance	FY 2021 Balance	FY 2022 Balance	FY 2023 Balance	FY 2024 Balance	FY 2025 Balance	FY 2026 Balance	FY 2027 Balance	FY 2028 Balance	FY 2029 Balance	FY 2030 Balance	FY 2031 Balance	FY 2032 Balance	FY 2033 Balance	FY 2034 Balance	FY 2035 Balance
A367	Stormsewer/Curb & Gutter	2,196	1,610	1,158	772	386	-	-	-	-	-	-	-	-	-	-	-	-	-
A368	Stormsewer/Curb & Gutter	1,180	884	588	292	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A369	Stormsewer/Curb & Gutter	2,475	1,942	1,409	876	343	-	-	-	-	-	-	-	-	-	-	-	-	-
A394	Stormsewer/Curb & Gutter	26,045	22,412	18,779	15,146	11,513	7,880	4,247	614	-	-	-	-	-	-	-	-	-	-
A395	Stormsewer/Curb & Gutter	28,923	24,791	20,659	16,527	12,395	8,263	4,132	-	-	-	-	-	-	-	-	-	-	-
B071	Sidewalk Repair	3,472	2,641	1,811	1,004	421	-	-	-	-	-	-	-	-	-	-	-	-	-
B077	Sidewalk Repair	299	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B080	Sidewalk Repair	692	258	98	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B081	Sidewalk Repair	1,251	635	185	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B086	Sidewalk Repair	1,158	758	448	248	48	-	-	-	-	-	-	-	-	-	-	-	-	-
B087	Sidewalk Repair	196	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B090	Sidewalk Repair	11,208	9,058	6,908	4,758	2,608	607	310	-	-	-	-	-	-	-	-	-	-	-
B091	Sidewalk Repair	2,391	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B092	Sidewalk Repair	33,762	28,876	23,990	19,104	14,322	9,542	4,761	-	-	-	-	-	-	-	-	-	-	-
B094	Sidewalk Repair	49,266	46,244	43,221	40,199	37,176	34,154	31,131	28,109	25,086	22,064	19,041	16,018	12,996	9,973	6,952	3,932	1,876	-
B095	Sidewalk Repair	15,149	10,853	6,566	2,283	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B096	Sidewalk Repair	5,332	4,204	3,076	1,948	822	-	-	-	-	-	-	-	-	-	-	-	-	-
F385	Sanitary Sewer	4,979	4,018	3,057	2,097	1,136	176	-	-	-	-	-	-	-	-	-	-	-	-
G350	Stormsewer/Curb & Gutter	412	206	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G351	Stormsewer/Curb & Gutter	212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G357	Stormsewer/Curb & Gutter	586	293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G373	Stormsewer/Curb & Gutter	1,820	1,367	915	504	252	-	-	-	-	-	-	-	-	-	-	-	-	-
G376	Stormsewer/Curb & Gutter	468	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G377	Stormsewer/Curb & Gutter	842	642	442	242	42	-	-	-	-	-	-	-	-	-	-	-	-	-
G378	Stormsewer/Curb & Gutter	17,528	14,630	11,731	8,877	6,579	4,387	2,524	661	-	-	-	-	-	-	-	-	-	-
G381	Stormsewer/Curb & Gutter	9,794	7,748	6,322	5,135	3,948	2,761	1,574	387	-	-	-	-	-	-	-	-	-	-
G382	Stormsewer/Curb & Gutter	4,351	3,763	3,175	2,587	1,999	1,411	823	235	-	-	-	-	-	-	-	-	-	-
G389	Stormsewer/Curb & Gutter	8,450	6,270	4,371	3,084	2,570	2,056	1,542	1,028	514	-	-	-	-	-	-	-	-	-
G391	Sidewalk Repair	522	172	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G392	Sidewalk Repair	2,539	1,687	1,075	731	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		237,500	196,158	159,986	126,416	96,562	71,237	51,044	31,034	25,600	22,064	19,041	16,018	12,996	9,973	6,952	3,932	1,876	-

Note: The above schedule reflects existing special assessments as of June 30, 2018. New special assessment rolls are likely to be authorized in future years.

June 30, 2018 Total	\$ 237,500
Less: Current portion (FY 2019 repayments)	(41,341)
Long Term Portion (Deferred Inflow)	\$ 196,158

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, fees for services are to be approved by Lansing City Council; and

WHEREAS, administration is submitting fees for consideration and approval for summer 2019 classes and programming which will begin prior to the new fiscal year; and

WHEREAS, the Parks and Recreation Department desires to continue a program of recreational tennis available to residents of Lansing and non-residents of Lansing; and

WHEREAS, the Parks and Recreation Department desires to offer these services at fees that recover the costs of providing these services;

WHEREAS, the new fees proposed are to compensate the Department of Parks and Recreation and offset the costs involved in facilitating youth tennis and tutoring programs.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council approves the fee schedule as stated below in this resolution, effective on the date of passage of this resolution for Recreation Equipment and Services:

BE IT FINALLY RESOLVED, the proposed fees are as follows:

TODD MARTIN YOUTH LEADERSHIP TENNIS PROPOSED FEES:

	<u>Proposed fee</u>
Tutoring	\$75/Res; \$110/Non-Res (42 hours)
Friday Night Tennis Local Excellence	\$65/Res; \$95/Non-Res (8 weeks)
Friday Night Tennis NJTL/QuickStart	\$50/Res; \$75/Non-Res (8 weeks)
Summer Tennis Local Excellence	\$25/Res; \$35/Non-Res (per week)
Summer Night Tennis NJTL/QuickStart	\$20/Res; \$30/Non-Res (per week)

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the June Knostman Living Trust has bestowed to the Department of Parks and Recreation a fund in the amount of Two Hundred Thousand and 00/100 dollars (\$200,000.00)

WHEREAS, the June Knostman Frances Park Fund will be used to make improvements to the City of Lansing's Frances Park, Rose Garden and Overlook; and

WHEREAS, meetings were held with neighbors, Friends of Frances Park and Trustee Gordon Hall to receive input on the improvements; and

WHEREAS, the Fund will be the exclusive property of the City of Lansing Parks and Recreation Department; and

WHEREAS, distributions from the Fund may be used to pay for contracted services and improvement projects, but may not be used to pay wages or benefits for City of Lansing employees; and

NOW, THEREFORE BE IT RESOLVED that the City Council approves the acceptance of the June Knostman Frances Park Fund; and

BE IT FINALLY RESOLVED, that, the Administration is authorized to create appropriate accounts and to make the necessary appropriations and transfers for the expenditure and control of the balance of the funds.

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Elected Officers Compensation Commission:

Cassie Alley as an At-Large Member for a term to expire October 1, 2024; and

Downtown Lansing Inc.:

Christine M. Zarkovich as a Business Owner for a term to expire June 30, 2022; and

WHEREAS, the Mayor's office has verified that the nominees has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

Elected Officers Compensation Commission:

Cassie Alley as an At-Large Member for a term to expire October 1, 2024;

Downtown Lansing Inc.:

Christine M. Zarkovich as a Business Owner for a term to expire June 30, 2022.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

December 17, 2018

L.M. Liquor Store, Inc.
Attorney Roger Isaac
(rgilaw@sbcglobal.net)

**RID # 1811-15470 Reference/Transaction: Transfer Ownership 2018 SDD & SDM
licensed business with Sunday Sales Permit (AM & PM) from Pavneet, Inc.**

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

Applicant/Licensee: L.M. Liquor Store, Inc.

Business address and phone number: 2110 W Jolly Rd, Lansing 48910

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

1. Lovepreet Singh: 833 Laurelwood Dr, Lansing 48917 C: 517-303-6565

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 (chris.swope@lansingmi.gov)



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

December 20, 2018

Jason Canvasser, attorney
c/o The Kroger Co. of Michigan
jcanvasser@clarkhill.com

RID # 1812-16417 Reference/Transaction: Transfer Ownership 2018 SDD License With Sunday Sales Permit (PM) Only From Zrad, LLC, Transfer Location From 990 Decamp, Leslie To 443 Mall Ct, Lansing, To Be Held In Conjunction With Existing SDM License And Transfer Governmental Unit Under MCL 436.1531(18) From Bunker Hill Twp To Lansing City

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: The Kroger Co. of Michigan

Business address and phone number: 443 Mall Ct, Lansing MI 48912, Ingham County

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

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:

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

cc: Lansing City Clerk



City of Lansing

OFFICE OF THE CITY ATTORNEY

1632

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: June Mar Be DATE: 7/14/18
 MAILING ADDRESS: 2024 Hillcrest St EMAIL: _____
 CITY: Lansing STATE: MI ZIP CODE: 48910
 TELEPHONE: Home (517) 940-1021 Work () _____

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

ADDRESS: 2024 Hillcrest PARCEL NO. 33-01-01-32-151-121
 DATE OF INCIDENT: 8/30/18 AMOUNT YOU WERE BILLED: \$518
 TOTAL AMOUNT YOU ARE CONTESTING: \$518
 TYPE OF ASSESSMENT: trash

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

The City send me a letter saying that i have take away the ~~furni~~ furniture from the ~~front~~ front of my house. So I take the furniture and put it in beside by door to sit out few days later The City come collect the furniture and the bill come with it too. If i have^{to} take back the furniture then i'm okay with^{it} but \$ i really don't deserve to pay the bill.

A description of the claims review process is available on our website at: <https://lansingmi.gov/349/Claims-Review-Process>



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

DUE DATE: 10/05/2018

Bill To:

MAR BE JUNE

2024 HILLCREST ST

LANSING, MI 48910-0312

INVOICE

09/10/2018

TOTAL AMOUNT DUE

\$ 518.00



	Invoice Number	Record No.	Address	Amount Due
	00119255	E18-07659	2024 HILLCREST ST	\$518.00
	09/05/2018			
	Trash - Admin Fee			
	Trash - Contractor Charge			

TOTAL DUE:

\$518.00

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, 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 Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

MAR BE JUNE
2024 HILLCREST ST
LANSING, MI 48910-0312

Violation Date: 08/21/2018
Violation Location: 2024 HILLCREST ST
Parcel No: 33-01-01-32-151-121
Compliance Due Date: August 28, 2018

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

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *between the curb and side walk.*

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: Jacob Odom (517) 483 4378 Jacob.Odom@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

December 10, 2018

June Mar Be
2024 Hillcrest
Lansing, MI 48910

Re: Claim – 2024 Hillcrest

Dear Ms. Mar Be:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$518.00 for property located at 2024 Hillcrest, 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

Lansing City Clerk
9th Floor, City Hall
Lansing, MI 48933

RECEIVED
2019 JUN -2 PM 1:19
LANSING CITY CLERK

December 20, 2018

RE: Claim – 2024 Hillcrest

Dear City Clerk,

I would like to appeal the decision of the Claims Review Committee in regards to the claim 2024 Hillcrest.

I am a first time home owner and a refugee from Burma. I am not a native English speaker and I am still learning about the city codes. In August of 2018, I placed an old chair of mine on the curb as I had seen other people do. I thought that was how it was done. I received a letter in my mailbox about the chair. I thought I understood the letter and that I was supposed to move the chair off of the curb or I would have to pay money. I moved the chair to the side of my house because I thought that was what I was supposed to do. On August 30, I came home and the chair was gone and I was being charged \$518 for the removal. I did not understand why.

Now that I understand that I cannot put the furniture outside, I will not do it again. I hope that you can understand my case. I am not working right now because I just gave birth on 12/09/2018. My income is very limited.

Thank you for the opportunity to appeal my case.

Sincerely,

June Be

June Be

2024 Hillcrest
Lansing, MI 48910
517-888-6419

RECEIVED NOV 07 2018

DATE: 11/05/2018

PPN: 33-01-01-32-151-121
DATE SUBMITTED: 9/14/2018
ADDRESS OF VIOLATION: 2024 Hillcrest
LISTED TAXPAYER OF RECORD: Mar Be, June
OTHER TAXPAYER OF RECORD:
CLAIMANT: Mar Be June
CLAIMANT'S ADDRESS: 2024 Hillcrest
Lansing, MI 48910
TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 8/21/2018
NOTIFICATION DATE: 8/21/2018
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$518.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 18-T083 8/30/2018
AMOUNT OF CLAIM: \$518.00

1632

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 8/21/2018	Grass Violation 10/15/2018
----------	---------------------------------	----------------------------------

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 8/21/2018 with a compliance due date of 8/28/2018. The Premise Officer rechecked the property on 8/29/2018 the violation was still present and it was submitted to the contractor. The contractor arrived on 8/30/2018 the indoor furniture was still present and it was removed. The violation letter states the violation is indoor type furniture in the outdoors the officer noted it was between the sidewalk simply moving the violation from one location to another does not resolve the violation. This office recommends denial of the claim.

RECEIVED SEP 14 2018



City of Lansing

OFFICE OF THE CITY ATTORNEY

1632

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: June Mar Be DATE: 7/14/18
MAILING ADDRESS: 2024 Hillcrest St EMAIL: _____
CITY: Lansing STATE: MI ZIP CODE: 48910
TELEPHONE: Home (517) 840-1021 Work () _____

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

ADDRESS: 2024 Hillcrest PARCEL NO. 33-01-01-32-151-121
DATE OF INCIDENT: 8/30/18 AMOUNT YOU WERE BILLED: \$518
TOTAL AMOUNT YOU ARE CONTESTING: \$518
TYPE OF ASSESSMENT: trash

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

The City send me a letter saying that i have take away the front furniture from the front front of my house. So i take the furniture and put it in beside by door to sit but few days later the city come collect the furniture and the bill come with it too. If i have^{to} take back the furniture then i'm okay with^{it} but i really don't deserve to pay the bill.

A description of the claims review process is available on our website at: <https://lansingmi.gov/349/Claims-Review-Process>



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Bill To:

MAR BE JUNE

2024 HILLCREST ST

LANSING, MI 48910-0312

DUE DATE: 10/05/2018

INVOICE

09/10/2018

TOTAL AMOUNT DUE

\$ 518.00



	Invoice Number	Record No.	Address	Amount Due
	00119255	E18-07659	2024 HILLCREST ST	\$518.00

09/05/2018

Trash - Admin Fee

Trash - Contractor Charge

TOTAL DUE:

\$518.00

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, 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

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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 Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

MAR BE JUNE
2024 HILLCREST ST
LANSING, MI 48910-0312

Violation Date: 08/21/2018
Violation Location: 2024 HILLCREST ST
Parcel No: 33-01-01-32-151-121
Compliance Due Date: August 28, 2018

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

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *between the curb and side walk.*

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: Jacob Odom (517) 483 4378 Jacob.Odom@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericsrefuse@hotmail.com

INVOICE

BILL TO

Lansing Fire Department
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 2130

DATE 09/03/2018

PROPERTY ADDRESS

2024 Hillcrest

PARCEL NUMBER

33-01-01-32-151-121

ACTIVITY	QTY	PRICE	AMOUNT
city:1hour 3 yards	1	175.00	175.00
first hour and 3 cubic yards			
city:class 2	3	26.00	78.00
construction material after 3			
8/30/18			
Removed class 2 materials			

BALANCE DUE

\$253.00



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

Nuisance Fee Billing Statement

Date Created: 09/05/2018
Due Date: 10/05/2018
Pay Invoice In Full



MAR BE JUNE
2024 HILLCREST ST
LANSING MI 48910-0312

Inv Number: 00119255
Parcel: 33-01-01-32-151-121
Address: 2024 HILLCREST ST



Parcel: 33-01-01-32-151-121

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00119255		E18-07659	2024 HILLCREST ST	\$518.00
Fee Details:				Balance
		Quantity	Description	
		1.000	Trash - Admin Fee	\$ 265.00
		253.000	Trash - Contractor Charge	\$ 253.00
Total Amount Due				\$ 518.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** 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.
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By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

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Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

MAR BE JUNE
2024 HILLCREST ST
LANSING, MI 48910-0312

Violation Date: 08/21/2018
Violation Location: 2024 HILLCREST ST
Parcel No: 33-01-01-32-151-121
Compliance Due Date: August 28, 2018

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

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *between the curb and side walk.*

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: Jacob Odom (517) 483 4378 Jacob.Odom@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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 08/29/2018

TAXPAYER: MAR BE JUNE, 2024 HILLCREST ST LANSING, MI 48910-0312

Location of Work:

Enf Num: E18-07659

Address: 2024 HILLCREST ST

Lot No:

Description:

Parcel No: 33-01-01-32-151-121

Remove Trash and Debris

Work Authorized:

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *between the curb and side walk.*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1

Authorized Cubic Yards: 5

Warning Comment:

drive way

Submitted By: Jacob Odom (517) 483 4378

This action is authorized by the Manager of Code Compliance





08/30/2018 16:48



08/30/2018 16:49



08/30/2018 16:55

RECEIVED
2019 JAN -2 PM 1:18
LANSING CITY CLERK

December 20, 2018

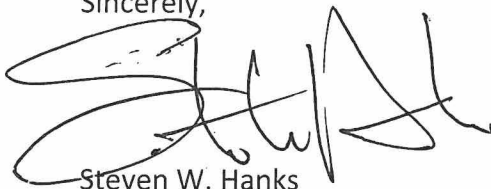
Lansing City Clerk:

This letter is to inform you that I, Steven Hanks, would like to appeal the decision of the Claims Review Committee to the Lansing City Council, regarding the claim at 4614 Ballard Road, Lansing invoice number 00119260, record number E18-075787 in the amount of \$1824.00.

Proper notice of the violation was not given for the debris violation, as I never received written notice of the violation as required by the City of Lansing ordinances. Had proper notice been given, the trash debris would have been cleaned up before the established deadline.

Please advise when it will be placed on the Council's agenda.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven W. Hanks', with a large, stylized flourish at the end.

Steven W. Hanks
(517) 749-5000

**LANSING CITY COUNCIL
CLAIMS REVIEW COMMITTEE**

RE: CLAIM: 4614 Ballard Rd.
Lansing, MI 48911
Parcel No. 33-01-01-31-404-131

James D. Smiertka
City Attorney
Fifth Floor, City Hall
Lansing, MI 48933
(517) 483-4320
Fax: (517) 483-4081
cityatty@ci.lansing.mi.us

Curtis R. Hadley (P32160)
WILLINGHAM & COTÉ, P.C.
Attorneys for Steven Hanks
333 Albert Ave., Ste 500
E. Lansing, MI 48823
(517) 351-6200
Fax: (517) 351-1195
chadley@willinghamcote.com

APPEARANCE

NOW COMES WILLINGHAM & COTÉ, P.C., and does hereby this date enter
their appearance on behalf of Steven Hanks in this cause of action.

Respectfully submitted,

WILLINGHAM & COTÉ, P.C.

Dated: December 21, 2018

BY: 

Curtis R. Hadley (P32160)
Attorneys for Steven Hanks
333 Albert Ave., Ste 500
E. Lansing, MI 48823
(517) 351-6200
Fax: (517) 351-1195



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

December 10, 2018

Steven Hanks
6400 Quail Ridge Lane
Dimondale, MI 48821

Re: Claim – 4614 Ballard Rd.

Dear Mr. Hanks:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$1,824.00 for property located at 4614 Ballard Rd., Lansing, Michigan, and denied the claim you filed with the City of Lansing.

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

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

Sincerely,

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

Venus Kumar
Paralegal

**Willingham
& Côté, P.C.**
attorneys & counselors at law

333 Albert Avenue, Suite 500, East Lansing, MI 48823-4394
(517)351-6200 Fax (517)351-1195
www.willinghamcote.com

December 21, 2018

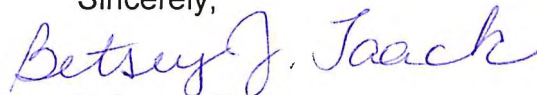
James D. Smiertka
City Attorney
Fifth Floor, City Hall
Lansing, MI 48933

RE: 4614 Ballard Rd.
Lansing, MI 48911
Parcel no. 33-01-01-31-404-131
Our file No. 14462-91903

Dear Mr. Smiertka:

Enclosed please find our appearance in the above referenced matter.

Sincerely,



Betsey J. Taack
Assistant to Curtis R. Hadley

:bjt
Enclosure
cc: Steven Hanks

**LANSING CITY COUNCIL
CLAIMS REVIEW COMMITTEE**

RE: CLAIM: 4614 Ballard Rd.
Lansing, MI 48911
Parcel No. 33-01-01-31-404-131

James D. Smiertka
City Attorney
Fifth Floor, City Hall
Lansing, MI 48933
(517) 483-4320
Fax: (517) 483-4081
cityatty@ci.lansing.mi.us

Curtis R. Hadley (P32160)
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Attorneys for Steven Hanks
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chadley@willinghamcote.com

APPEARANCE

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Respectfully submitted,

WILLINGHAM & COTÉ, P.C.

Dated: December 21, 2018

BY: 

Curtis R. Hadley (P32160)
Attorneys for Steven Hanks
333 Albert Ave., Ste 500
E. Lansing, MI 48823
(517) 351-6200
Fax: (517) 351-1195

RECEIVED SEP 18 2018



City of Lansing

OFFICE OF THE CITY ATTORNEY

1635

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Steven W. Hanks DATE: 09/17/2018

MAILING ADDRESS: 6400 Quail Ridge Lane EMAIL: Steve@holtautosales.com

CITY: Dimondale STATE: MI ZIP CODE: 48821

TELEPHONE: Home () 517-749-5000 Work () 517-694-3669

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

ADDRESS: 4614 Ballard Rd, Lansing MI 48911 PARCEL NO. 33-01-01-31-404-131

DATE OF INCIDENT: 08/20/2018 AMOUNT YOU WERE BILLED: 1824.00

TOTAL AMOUNT YOU ARE CONTESTING: 1824.00

TYPE OF ASSESSMENT: Trash - Admin Fee & 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.

A violation notice regarding the trash and debris at 4614 Ballard was never received by me or my office. Any
and all notices of violation, when received, are taken seriously and promptly corrected as soon as we know
about them. If we had recieved notice that there was a problem that needed to be cured, we absolutely would
have had our own crew over there correcting the problem, immediately. We pride ourselves on keeping clean
rental homes that help beautify the community and holding our tenants responsible for maintaining that
standard. At this point, we're now facing a large fine for the City of Lansing choosing to cure a problem that
we were never notified even existed. If you review the previous violations at this property, you will see they were
received by our office, thus promptly corrected. We cannot fix a problem if we're not told it exists. The tenants at this
location are actively being evicted to avoid this problem in the future.

A description of the claims review process is available on our website at: <https://lansingmi.gov/349/Claims-Review-Process>

Violation DetailsProperty Address: 4614 BALLARD RD, LANSING, MI 48911 | Parcel: 33-01-01-31-404-131

Property Owner: HANK STEVEN W

Violation Information

** No violation notice ever mailed to us?*

Title	Trash, Debris: Paper/Glass/Plastic/Metal/Cardboard		
Violation Type	Trash and Debris	Date Found	08/20/2018
Corrected	1	Date Corrected	08/28/2018
Building	No Data to Display	Unit	No Data to Display
Area	No Data to Display	Area Description	No Data to Display
Comment	Violation: Paper/Glass/Plastic/Metal/Cardboard debris		

Associated Record Information

Associated Inspection Summary

Inspection Type	Premises	Status	Completed
Inspector	Jacob Odom	Result	Violation(s)

Associated Record Summary

Record Type	Enforcement - Trash	Record Number	E18-07587
Status	Resolved	Date Issued/Filed	08/20/2018

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

4614 BALLARD RD LANSING, MI 48911 (Property Address)

Parcel Number: 33-01-01-31-404-131



Item 1 of 3

1 Image / 2 Sketches

Property Owner: HANK STEVEN W**Summary Information**

> Residential Building Summary

- Year Built: 1968
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 1,020
- Acres: 0.244

> Assessed Value: \$23,400 | Taxable Value: \$21,801

> Property Tax information found

> 7 Building Department records found

> 2 Invoices Found, Amount Due: 0.00

Owner Information

HANK STEVEN W
6400 QUAIL RIDGE LN
DIMONDALE, MI 48821-9680

Projects

Project Number	Filed As	Status	Number of Items
----------------	----------	--------	-----------------

No records to display.

Displaying items 0 - 0 of 0

Permits

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date issued	Last Inspection	
Electrical	PE13-0893		FINALED	9/19/2013	11/18/2013	View
Mechanical	PM13-1163		FINALED	10/11/2013	11/19/2013	View

1

Displaying items 1 - 2 of 2

[Apply for a Permit](#)**Enforcements**

To pay on a record, click View

Enforcement Type	Enforcement Number	Status	Date Filed	Last Inspection	
Enforcement - Failure to Register	E13-4366	Complied	6/6/2013	11/18/2015	View
Enforcement - Trash	E17-10558	Complied	10/11/2017	10/23/2017	View
Enforcement - Trash	E18-07587	Resolved	8/20/2018	8/28/2018	View

1

Displaying items 1 - 3 of 3

Certificates

To pay on a record, click View

Certificate Type	Certificate Number	Status	Date Issued	Last Inspection	
Certificate - Rental	CR13-1545	Closed	11/22/2013	11/18/2013	View
Certificate - Rental	CR16-1321	Certified	10/5/2016	9/29/2016	View

1

Displaying items 1 - 2 of 2

Attachments

Date Created	Title	Record
--------------	-------	--------

No records to display.

Displaying items 0 - 0 of 0

**CITY OF LANSING**

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

DUE DATE: 10/05/2018

Bill To:

HANK STEVEN W

6400 QUAIL RIDGE LN

DIMONDALE, MI 48821-9680

INVOICE

09/10/2018

TOTAL AMOUNT DUE

\$ 1,824.00



Invoice Number	Record No.	Address	Amount Due
00119260	E18-07587	4614 BALLARD RD	\$1824.00
09/05/2018			
Trash - Admin Fee			
Trash - Contractor Charge			

TOTAL DUE \$1824.00

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, 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 Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

December 10, 2018

Steven Hanks
6400 Quail Ridge Lane
Dimondale, MI 48821

Re: Claim – 4614 Ballard Rd.

Dear Mr. Hanks:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$1,824.00 for property located at 4614 Ballard Rd., Lansing, Michigan, and denied the claim you filed with the City of Lansing.

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

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

Sincerely,

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

Venus Kumar
Paralegal

RECEIVED NOV 07 2018

DATE: 11/06/2018

10:30am
11/28/18

1635

PPN: 33-01-01-31-404-131
DATE SUBMITTED: 9/18/2018
ADDRESS OF VIOLATION: 4614 Ballard Road
LISTED TAXPAYER OF RECORD: Hank, Steven W.
OTHER TAXPAYER OF RECORD:
CLAIMANT: Hanks, Steven W.
CLAIMANT'S ADDRESS: 6400 Quail Ridge Lane
Dimondale, MI 48821
TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 8/20/2018
NOTIFICATION DATE: 8/20/2018
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$1,824.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 18-T083 8/31/2018
AMOUNT OF CLAIM: \$1,824.00

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
8/31/2018

CITATIONS IN PREVIOUS YEAR: Trash
Violation
10/11/2017

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for trash on 8/20/2018 with a compliance due date of 8/27/2018. The Premise Officer rechecked the property on 8/28/2018 the violations remained therefore the property was submitted to the contractor. The contractor arrived on 8/31/2018 and found raw household garbage being stored in a pop up camper. The camper was so full of debris and trash that the lid no longer fit and the garbage was spilling out onto the ground. Both recycle bins (they are only to have 1 bin) were both filled with debris that is not allowed therefore the bins were emptied as well. Proper notification was sent to both the owner and the tenant this office recommends that they should be driving by their properties at least monthly to ensure their properties are being maintained and not rely on the City of Lansing to send them notifications and then take action once notified, the debris noted in the pictures did not accrue overnight. This office recommends denial of the claim.



RECEIVED SEP 18 2018

City of Lansing

OFFICE OF THE CITY ATTORNEY

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

1635

NAME: Steven W. Hanks DATE: 09/17/2018
 MAILING ADDRESS: 6400 Quail Ridge Lane EMAIL: Steve@holtautosales.com
 CITY: Dimondale STATE: MI ZIP CODE: 48821
 TELEPHONE: Home () 517-749-5000 Work () 517-694-3669

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

ADDRESS: 4614 Ballard Rd, Lansing MI 48911 PARCEL NO. 33-01-01-31-404-131
 DATE OF INCIDENT: 08/20/2018 AMOUNT YOU WERE BILLED: 1824.00
 TOTAL AMOUNT YOU ARE CONTESTING: 1824.00
 TYPE OF ASSESMENT: Trash - Admin Fee & 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.

A violation notice regarding the trash and debris at 4614 Ballard was never received by me or my office. Any
and all notices of violation, when received, are taken seriously and promptly corrected as soon as we know
about them. If we had recieved notice that there was a problem that needed to be cured, we absolutely would
have had our own crew over there correcting the problem, immediately. We pride ourselves on keeping clean
rental homes that help beautify the community and holding our tenants responsible for maintaining that
standard. At this point, we're now facing a large fine for the City of Lansing choosing to cure a problem that
we were never notified even existed. If you review the previous violations at this property, you will see they were
received by our office, thus promptly corrected. We cannot fix a problem if we're not told it exists. The tenants at this
location are actively being evicted to avoid this problem in the future.

A description of the claims review process is available on our website at: <https://lansingmi.gov/349/Claims-Review-Process>

Violation DetailsProperty Address: 4614 BALLARD RD, LANSING, MI 48911 | Parcel: 33-01-01-31-404-131

Property Owner: HANK STEVEN W

Violation Information** No violation notice ever mailed to us?*

Title	Trash, Debris: Paper/Glass/Plastic/Metal/Cardboard		
Violation Type	Trash and Debris	Date Found	08/20/2018
Corrected	1	Date Corrected	08/28/2018
Building	No Data to Display	Unit	No Data to Display
Area	No Data to Display	Area Description	No Data to Display
Comment	Violation: Paper/Glass/Plastic/Metal/Cardboard debris		

Associated Record Information**Associated Inspection Summary**

Inspection Type	Premises	Status	Completed
Inspector	Jacob Odom	Result	Violation(s)

Associated Record Summary

Record Type	Enforcement - Trash	Record Number	E18-07587
Status	Resolved	Date Issued/Filed	08/20/2018

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

4614 BALLARD RD LANSING, MI 48911 (Property Address)

Parcel Number: 33-01-01-31-404-131



Item 1 of 3 1 Image / 2 Sketches

Property Owner: HANK STEVEN W

Summary Information

- > Residential Building Summary
 - Year Built: 1962
 - Full Baths: 1
 - Sq. Feet: 1,020
 - Bedrooms: 3
 - Half Baths: 2
 - Acres: 2.34
- > 2 Invoices Found, Amount Due: 0.00
- > Assessed Value: \$23,400 | Taxable Value: \$21,801
- > Property Tax Information found
- > 7 Building Department records found

Owner Information

HANK STEVEN W
6400 QUAIL RIDGE LN
DIMONDALE, MI 48821-9680

Projects

Project Number	Filed As	Status	Number of Items
----------------	----------	--------	-----------------

No records to display.

Displaying items 0 - 0 of 0

Permits

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection
Electrical	PE13-0893		FINALED	9/19/2013	11/18/2013 View
Mechanical	PM13-1163		FINALED	10/11/2013	11/19/2013 View

1

Displaying items 1 - 2 of 2

[Apply for a Permit](#)

Enforcements

To pay on a record, click View

Enforcement Type	Enforcement Number	Status	Date Filed	Last Inspection
Enforcement - Failure to Register	E13-4366	Complied	6/6/2013	11/18/2015 View
Enforcement - Trash	E17-10558	Complied	10/11/2017	10/23/2017 View
Enforcement - Trash	E18-07587	Resolved	8/20/2018	8/28/2018 View

1

Displaying items 1 - 3 of 3

Certificates

To pay on a record, click View

Certificate Type	Certificate Number	Status	Date Issued	Last Inspection
Certificate - Rental	CR13-1545	Closed	11/22/2013	11/18/2013 View
Certificate - Rental	CR16-1321	Certified	10/5/2016	9/29/2016 View

1

Displaying items 1 - 2 of 2

Attachments

Date Created	Title	Record
--------------	-------	--------

No records to display.

Displaying items 0 - 0 of 0

**CITY OF LANSING**

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

DUE DATE: 10/05/2018

INVOICE

09/10/2018

Bill To:

HANK STEVEN W

6400 QUAIL RIDGE LN

DIMONDALE, MI 48821-9680

TOTAL AMOUNT DUE

\$ 1,824.00



Invoice Number	Record No.	Address	Amount Due
00119260	E18-07587	4614 BALLARD RD	\$1824.00

09/05/2018

Trash - Admin Fee

Trash - Contractor Charge

TOTAL DUE \$1824.00

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, 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 Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



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: 09/05/2018
Due Date: 10/05/2018
Pay Invoice In Full



HANK STEVEN W
6400 QUAIL RIDGE LN
DIMONDALE MI 48821-9680

Inv Number: 00119260
Parcel: 33-01-01-31-404-131
Address: 4614 BALLARD RD

Parcel: 33-01-01-31-404-131

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00119260		E18-07587	4614 BALLARD RD	\$1,824.00
Fee Details:		Quantity	Description	Balance
		1.000	Trash - Admin Fee	\$ 265.00
		1559.000	Trash - Contractor Charge	\$ 1,559.00
Total Amount Due				\$ 1,824.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** 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:

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- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

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

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

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericsrefuse@hotmail.com

INVOICE

BILL TO

Lansing Fire Department
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 2136
DATE 09/03/2018

PROPERTY ADDRESS
4614 Ballard RD

PARCEL NUMBER
33-01-01-31-404-131

ACTIVITY	QTY	UNIT PRICE	AMOUNT
city:1hour 3 yards	1	175.00	175.00
first hour and 3 cubic yards			
city:add hours	6	150.00	900.00
any hours after 1			
city:add cy	22	22.00	484.00
any after 3			

8/31/18

25 yards

Jacob Odom

Removed everything in the pop up
camper. We had to cut a small
hole into in to drain all of the
water which took a while. Owner
was on the phone and said it was
ok because they were scrapping
it.

BALANCE DUE

\$1,559.00



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

HANK STEVEN W
6400 QUAIL RIDGE LN
DIMONDALE, MI 48821-9680

Violation Date: 08/20/2018
Violation Location: 4614 BALLARD RD
Parcel No: 33-01-01-31-404-131
Compliance Due Date: August 27, 2018

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: Trash found in bags/boxes

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

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: Jacob Odom (517) 483 4378 Jacob.Odom@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

Occupant
4614 BALLARD RD
LANSING, MI 48911

Violation Date: 08/20/2018
Violation Location: 4614 BALLARD RD
Parcel No: 33-01-01-31-404-131
Compliance Due Date: August 27, 2018

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.

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

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Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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 08/28/2018

TAXPAYER: HANK STEVEN W, 6400 QUAIL RIDGE LN DIMONDALE, MI 48821-9680

Location of Work:

Enf Num: E18-07587

Address: 4614 BALLARD RD

Lot No:

Description:

Parcel No: 33-01-01-31-404-131

Remove Trash and Debris

Work Authorized:

Violation: Trash found in bags/boxes

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

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 2 hours

Authorized Cubic Yards: 15

Warning Comment:

<NONE>

Submitted By: Jacob Odom (517) 483 4378

This action is authorized by the Manager of Code Compliance





08/31/2018 08:43



08/31/2018 08:43

08/31/2018 08:43





08/31/2018 08:44

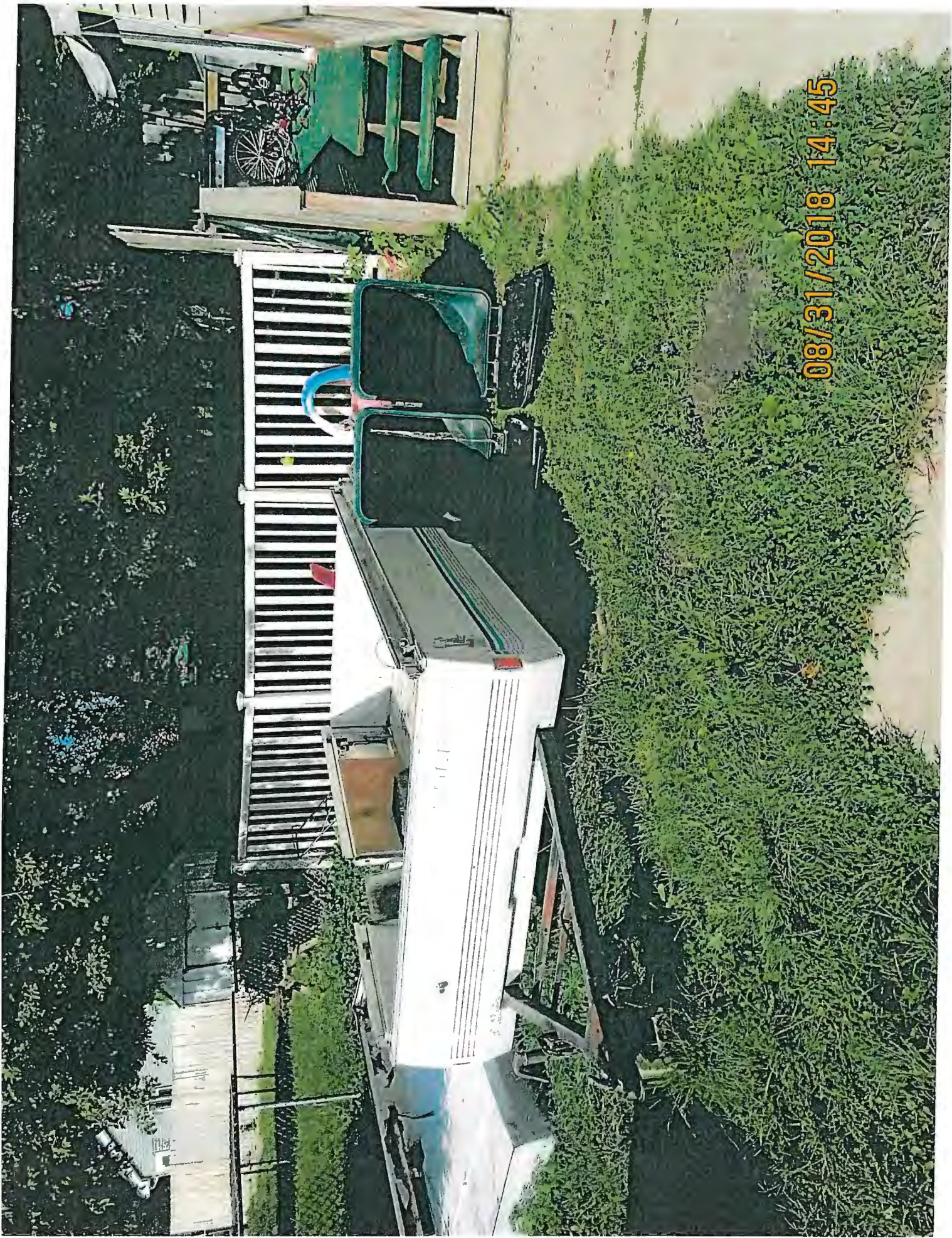
6001338

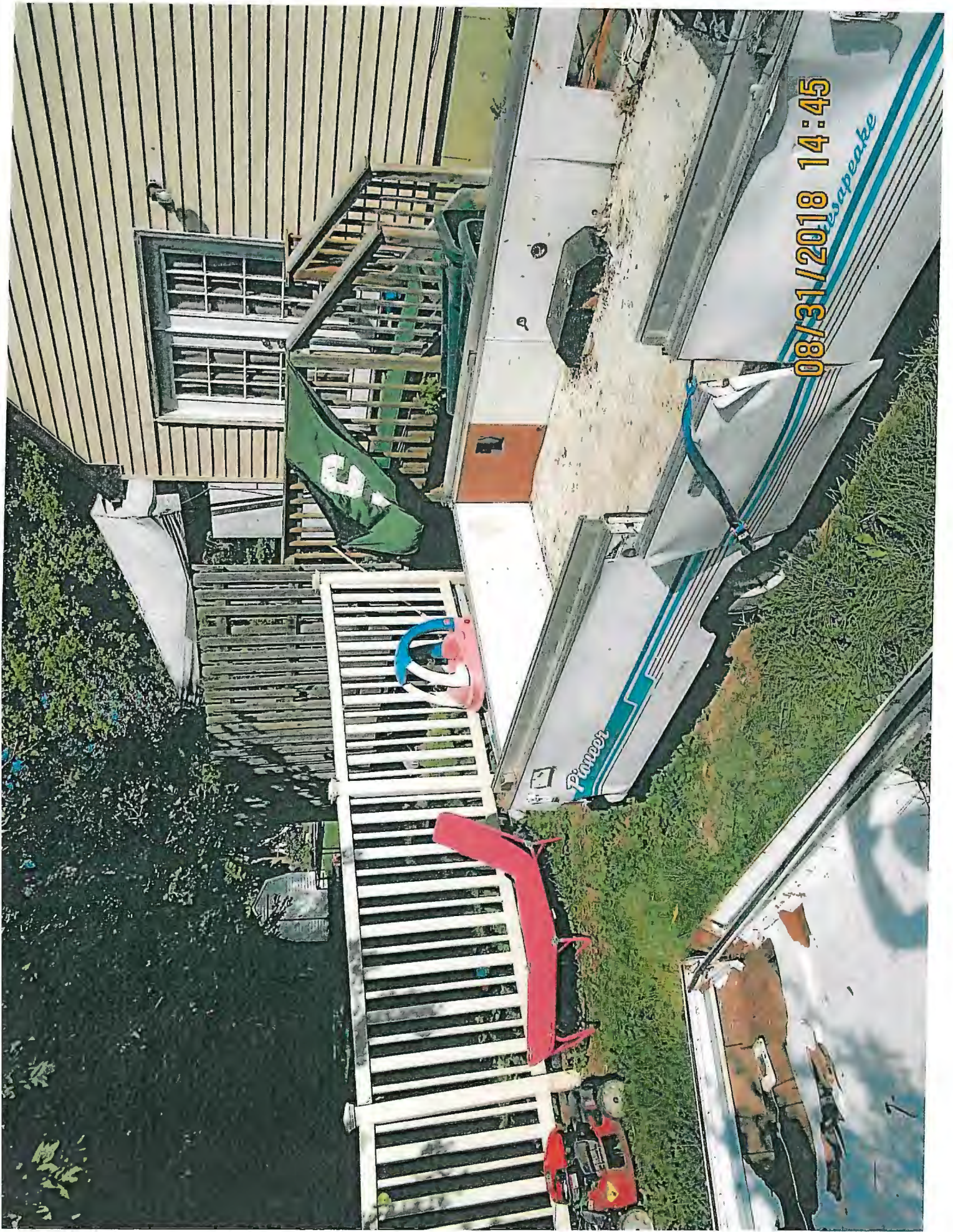
RECYCLING
CART
433-4400
www.rentacart.com



08/31/2018 08:45

08/31/2018 14:45







08/31/2018 14:45