1. Council Meeting Agenda

    Documents:

    5-15-18 REVISED BUDGET AGENDA.PDF

2. Council Meeting Packet

    Documents:

    MAY 15 CITY COUNCIL MEETING PACKET.PDF

3. Council Action Minutes

    Documents:

    ACTION MINUTES 05-15-18.PDF

Revised 5-14-18

**CITY OF YPSILANTI**
**COUNCIL REGULAR/BUDGET TOWN HALL/ BUDGET SESSION AGENDA**
**COUNCIL CHAMBERS - ONE SOUTH HURON STREET**
**TUESDAY, MAY 15, 2018**
**6:00 P.M.**

**I. CALL TO ORDER –**

**II. ROLL CALL –**

| | | | |
|---|---|---|---|
| Council Member Bashert | P A | Council Member Robb | P A |
| Mayor Pro-Tem Brown | P A | Council Member Vogt | P A |
| Council Member Murdock | P A | Mayor Edmonds | P A |
| Council Member Richardson | P A | | |

**III. INVOCATION –**

**IV. PLEDGE OF ALLEGIANCE –**

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

**V. AGENDA APPROVAL-**

**VI. AUDIENCE PARTICIPATION -**

**VII. REMARKS FROM THE MAYOR –**

**VIII. PUBLIC HEARING –**

1. Resolution approving a Redevelopment Class C license, Sunday Sales, Brewpub, and outdoor sales & additional bar for 209 Pearl St, Ypsilanti, MI.

   A. Resolution No. 2018-112, determination.
   B. Open public hearing.
   C. Resolution No. 2018-113, close public hearing.

**IX. ORDINANCE – FIRST READING –**

*Ordinance 1309*

1. An ordinance to rezone 720 Norris, and the west 65' of 715 N River, 717 N River, 719 N River, 721 N River, 723 N River and 725 N River to GC-General Corridor.

   A. Resolution No. 2018-114, determination.
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**X. CONSENT AGENDA –** Resolution No. 2018-116

1. Resolution No. 2018-117, approving the minutes of May 1, 2018.

2. Resolution No. 2018-118, approving appointments to Boards and Commissions.

3. Resolution No. 2018-119, approving an extension of a Local Site Remediation Revolving Fund (LSSRF) Grant for Border to Border Trail remediation.

**XI. BUDGET OVERVIEW AND HIGHLIGHTS** –

Darwin D. P. McClary, City Manager and Marilou Uy, Fiscal Services Director
- Budget overview and highlights

**XII. BUDGET TOWN HALL** –

**XIII. PRESENTATIONS OF DEPARTMENT BUDGETS** –

General and Non General Fund Expenditures Review/Questions (FY 2017-18, FY 2018-19 and FY 2019-20)

John Kaczor, Municipal Analytics, LLC
- Five year projection July 1, 2019 to June 30, 2024

Darwin D. P. McClary, City Manager
- Administration – Page 136
- Attorney-Personnel Litigation – Page 142

Rebecca Craigmile, Human Resources
- Human Resources – Pages 127, 142-143

John Barr, City Attorney
- Legal Services – Page 142

Frances McMullan, City Clerk
- City Council Budget – Page 135
- Clerk's Office – Pages 125, 138
- Treasury – Pages 125, 138-139
- Voter Registration – Pages 126, 139-140
- Administration Hearing Bureau – Pages 129, 149
- City Insurances – Pages 134, 158

**XIV. AUDIENCE PARTICIPATION** –

**XV. REMARKS FROM THE MAYOR** –

**Nominations**

**Planning Commission**
Cheryl Zuellig
702 Collegewood
Ypsilanti, MI 48197
(Reappointment) Exp. – 5/1/2021

**Zoning Board of Appeals**
Heather Khan-Welsh
711 Cambridge St.
Ypsilanti, MI 48197
(Reappointment) Exp. – 5/1/2021

**Sustainability Commission**
Keith Michalowski
410 Maple
Ypsilanti, MI 48198
(Reappointment) Exp. – 5/1/2021

**XVI. COMMUNICATIONS –**

- April 18th and May 4th Traffic Review Committee Minutes.
- April 23rd Human Relations Commission Draft Minutes & Approved Resolution Requesting the LGBT Rainbow Flag be displayed in Council Chambers.

**XVII. CLOSED SESSION –**

Closed session to discuss City Clerk evaluation pursuant to OMA 15.268, Section (8)(a)

**XVIII. ADJOURNMENT -**

Resolution No. 2018-120, adjourning the City Council Meeting.

**Revised 5-14-18**

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**XVIII. ADJOURNMENT -**

Resolution No. 2018-120, adjourning the City Council Meeting.

REQUEST FOR LEGISLATION
May 15, 2018

FROM: Joe Meyers, Interim Economic Development Director

SUBJECT: Request approval of a Redevelopment Class C license, Sunday Sales, Brewpub, and outdoor sales & additional bar for 209 Pearl St, Ypsilanti, MI 48197

SUMMARY & BACKGROUND:

Dan Klenotic owner of Pearl Street Ventures, LLC is requesting the Approval of a New Class C license in conjunction with On Premise License & Brewpub License, with a Sunday Sales Permit (A.M), & Sunday Sales Permit (P.M.) & Outdoor Service & Additional Bar.

If approved by the City and MLCC the Class C license sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises, at 209 Pearl St, Ypsilanti, MI 48197, Washtenaw County. The MLCC cannot consider the approval of the without the approval of City Council.

RECOMMENDED ACTION:

ATTACHMENTS: Resolution
Application
Department approval

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COUNCIL AGENDA DATE: May 15, 2018

CITY MANAGER COMMENTS:____________________________________

CITY MANAGER APPROVAL: ____________________________________

FINANCE DIRECTOR APPROVAL: ____________________________________

RESOLUTION NO. 2018-112
May 15, 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, Dan Klenotic, owner of Pearl Street Ventures, LLC, has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Approval of a New Class C license in conjunction with On Premise License & Brewpub License, with a Sunday Sales Permit (A.M), & Sunday Sales Permit (P.M.) & Outdoor Service & Additional Bar (1), A New Class C license, as defined by MCL 436.1521(a)(1)(b), is a place licensed to sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises, at 209 Pearl St, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to New Class C for Pearl Street Ventures, LLC was duly noticed and held on May 15, 2018

NOW, THEREFORE, BE IT RESOLVED THAT the request of Dan Klenotic owner of Pearl Street Ventures, LLC for the property located at 209 Pearl St, be approved contingent upon approval by the Ypsilanti Building Department and Washtenaw County Health Department.

OFFERED BY: ______________________________________________

SUPPORTED BY: ____________________________________________

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Pride. Diversity. Heritage

CITY OF YPSILANTI
REC#: 00056048 3/27/2018 1:43 PM
TRAN: LIQUR LIQUOR LICENSE
OPER: KT2 TERM: 001
REF#: 118[illegible]
PEARL ST VENTURES LLC
S.S.R. LIQUOR LICEN 500.00CR
TENDERED: 500.00 1 CHECK(S)
APPLIED: 500.00-
CHANGE: 0.00

# City of Ypsilanti

Office of the City Clerk

RECEIVED
MAR 27 2018
BY: AH

## APPLICATION FOR NEW OR TRANSFER LIQUOR LICENSE

**Full Name:** Daniel Klenotic **Date of Birth:** January 27, 1986

**Home address:** [redacted] **Apt.#**

**City/State/Zip code:** Ann Arbor / Michigan / 48105

**Home phone:** [redacted] **Business Phone:** ( ) Same as home #

**Email address (optional):** [redacted]

**NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:**

Mark Maynard　　Jesse Kranyak

**IF THE APPLICANT IS A CORPORATION:** Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

***Address of place for a Liquor License:*** 209 Pearl Street, Ypsilanti MI 48197
*(Attach legal description of the premises)*

**Name and Address of Premise Owner:** Ypsilanti Property Alliance

| 209 Pearl Street | Ypsilanti / MI / 48197 |
|---|---|
| **Address** | **City/State/Zip code** |

**TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):**

Class C issued under MLC 436.1521 & SDM in conjunction with On Premise License & Brewpub License

**SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):**

Sunday Sales Permit (A.M.) & Sunday Sales Permit (P.M.) & Outdoor Service & Additonal Bar (1)

**SUPPLY WRITTEN EVIDENCE:** That the Applicant has the right to possess the premises from the property owner.

**SUPPLY ZONING PERMIT OR CLEARANCE FROM THE ZONING ADMINISTRATOR:** That the location is in compliance with the Zoning Ordinance.

**SUPPLY CERTIFICATE OF OCCUPANCY OR SIMILAR CLEARANCE FROM THE BUILDING OFFICIAL:** That the structure and premises is in compliance with local code provisions.
**SUPPLY WRITTEN EVIDENCE FROM THE CITY TREASURER:** That all real and personal property taxes and City utility bills associated with the premises are paid and that all real and personal property taxes and City utility bills in the name of the applicant are paid.

**SUPPLY A WRITTEN STATEMENT:** That the applicant will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

**SUPPLY A WRITTEN STATEMENT:** That the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

**SUPPLY DOCUMENTATION (REDEVELOPMENT APPLICANTS ONLY):** That the applicant has invested at least $75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or documentation that the applicant has or will commit a capital investment of at least $75,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.

- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.

- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.

- Redevelopment Applicants:
    - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
    - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
    - I affirm that I have invested $75,000 in the real property within the last 5 years, or I will invest $75,000 prior to issuance of the license. This provision may be enforced

by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- I affirm that at least $75,000 was invested or will be invested in the property by March 23, 2018, and that the liquor license may issue on or after that date.

**Signature of Applicant:** [redacted] 3/21/18

**Signature of Applicant:** [redacted] 3/21/18

**Signature of Applicant:** [redacted] 3/21/18

**IF THIS IS A LIQUOR LICENSE TRANSFER REQUEST, THE SIGNATURE OF THE CURRENT LICENSE HOLDER IS REQUIRED.**

**Signature of Current License Holder:**______________________________
Date

---

**For the City Clerk's Office Staff only:**

Date application submitted:__________________ Staff's Initials:__________

Routed for approval by the following departments: Date:______________

**For Department Approval:**

______Building ______Zoning ______Fire Dept. ______ Police Dept.

______Assessor ______Treasurer ______City Attorney ______ DDA/DTDDA

Departments: Please conduct the appropriate review to ensure that the applicant does not have any outstanding issues within your department area. When you have completed your review, please report your findings to the City Clerk's Office, and initial on the line provided for your department.

209 PEARL STREET

# PEARL ST. VENTURES, LLC

March 20, 2018

To: Joseph Meyers
Community Development Manager
Ypsilanti Downtown Development Authority
1 S. Huron St, Ypsilanti MI 48197

From: Daniel Klenotic
803 Jones Drive
Ann Arbor MI, 48105

Re: Assurance of Compliance with State Laws and City Ordinances

*Pearl Street Ventures* will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti when conducting business where the liquor license will be used. We recognize that a violation on the premises may be cause for the city to object to the renewal of the license or to request the revocation of the license.

Sincerely,

[redacted] [redacted] [redacted]

Dan Klenotic | Mark Maynard | Jesse Kranyak

209 PEARL STREET

# PEARL ST. VENTURES, LLC

March 20, 2018

To: Joseph Meyers
Community Development Manager
Ypsilanti Downtown Development Authority
1 S. Huron St, Ypsilanti MI 48197

From: Daniel Klenotic
803 Jones Drive
Ann Arbor MI, 48105

Re: Letter of Benefits to our Community

*Pearl St. Ventures* will provide a range of benefits to the residents of Ypsilanti. When our business is fully operational, we will be engaged in dining and entertainment at least six days a week. Our services will always be made available to the general public and our hours of operation will exceed ten hours per day. Our most current estimates of our seating capacity will allow us to provide for more than seventy-five guests at a time when our patio is open. In addition to maximum capacity seating, we will encourage carry-out business by creating the products and benefits similar to that of any fast-casual restaurant concept. In this way, we may generate far more business activity than our maximum seating allows for.

Beyond the scope of our products and services, our company aspires to focus on the needs of our employees, our consumers and our greater Ypsilanti community. We will nourish our guests with wholesome food and we will make a sincere effort to operate in a manner that is sustainable and reflects our consideration towards other industries and our environment. We believe in the importance of inclusive hiring practices and we will ensure that our policies that pertain to these matters reflect our ideals. Pearl St. Ventures will produce these results, in an attempt to preserve the inherent and wonderful culture found within our Ypsilanti neighborhoods while fostering the economic growth that will benefit our city and our neighbors.

Sincerely,

[redacted]
Dan Klenotic

[redacted]
Mark Maynard

[redacted]

# *MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS*

# *FILING ENDORSEMENT*

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

*for*

*PEARL STREET VENTURES, LLC*

*ID NUMBER: F1300D*

*received by facsimile transmission on March 6, 2017 is hereby endorsed.*

*Filed on March 16, 2017 by the Administrator.*

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

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of March, 2017.*

[redacted]

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

*Sent by Facsimile Transmission*

CSCL/CD-700 (Rev. 08/15)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**
**CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

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

Name
Gary Bruder - Bruder PLC
Address
8278 Granite Court
City State ZIP Code
Dexter, MI 48130

EFFECTIVE DATE:

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)

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

**ARTICLE I**

The name of the limited liability company is: Pearl Street Ventures, 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**

1. The name of the resident agent at the registered office is: Jesse Kranyak

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

209 Pearl Street, Ypsilanti, Michigan 48197
(Street Address) (City) (Zip Code)

3. 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 5th day of March, 2017

By [redacted]

CSCL/CD-700 (Rev. 08/15)

Preparer's Name Gary Bruder - Bruder PLC

Business telephone number ( 734 ) 726-5075

Name of person or organization remitting fees.

Gary Bruder - Bruder PLC

## INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Articles of Organization. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the Act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address unless you enter a different address in the box on the front of this document.

   Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 23, P.A. of 1993, by one or more persons for the purpose of forming a domestic limited liability company. **Use form BCS/CD 701 if the limited liability company will be providing services rendered by a dentist, an osteopathic physician, a physician, a surgeon, a doctor of divinity or other clergy, or an attorney-at-law.**
4. Article I - The name of a domestic limited liability company is required to contain the words Limited Liability Company or the abbreviation L.L.C. or L.C., with or without periods.
5. Article II- Under section 203(b) of the Act, it is sufficient to state substantially, alone or with specifically enumerated purposes, that the limited liability company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.
6. Article V - Section 401 of the Act specifically states the business shall be managed by members unless the Articles of Organization state the business will be managed by managers. If the limited liability company is to be managed by managers instead of by members, insert a statement to that effect in Article V.
7. This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. The Articles must be signed by one or more persons organizing the Limited Liability Company. Type or print the name of the organizers signing beneath their signature.
9. If more space is needed, attach additional pages. All pages should be numbered.
10. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include limited liability company name on check or money order............................................................**$50.00**

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs
Corporations, Securities & Commercial Licensing Bureau
Corporations Division
P.O. Box 30054
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
Okemos, MI
Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6470, or visit our website at http://www.michigan.gov/corporations
Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

**Optional expedited service.**
Expedited review and filing, if fileable, is available for all documents for profit corporations, limited liability companies, limited partnerships and nonprofit corporations.

The nonrefundable expedited service fee is in addition to the regular fees applicable to the specific document.

Please complete a separate CSCL/CD-272 form for expedited service for each document submitted in person, by mail or MICH-ELF.

**24-hour service - $50 for formation documents and applications for certificate of authority.**

**24-hour service - $100 for any document concerning an existing entity.**

**Same day service**

- **Same day - $100 for formation documents and applications for certificate of authority.**
- **Same day - $200 for any document concerning an existing entity.**

Review completed on day of receipt. Document and request for same day expedited service must be received by 1 p.m. EST OR EDT.

- **Two hour - $500**

Review completed within two hours on day of receipt. Document and request for two hour expedited service must be received by 3 p.m. EST OR EDT.

- **One hour - $1000**

Review completed within one hour on day of receipt. Document and request for 1 hour expedited service must be received by 4 p.m. EST OR EDT.

First time MICH-ELF user requesting expedited service must obtain a MICH-ELF filer number prior to submitting a document for expedited service. CSCL/CD-901.

Changes to information on MICH-ELF user's account must be submitted before requesting expedited service. CSCL/CD-901.

Documents submitted by mail are delivered to a remote location for receipts processing and are then forwarded to the Corporations Division for review. Day of receipt for mailed expedited service requests is the day the Corporations Division receives the request.

THE INTERESTS IN PEARL STREET VENTURES, LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. ARTICLE V OF THIS AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF INTERESTS IN PEARL STREET VENTURES, LLC.

# OPERATING AGREEMENT
# FOR
# PEARL STREET VENTURES, LLC

PEARL STREET VENTURES, LLC, a Michigan limited liability company ("Company"), and each person who as a member of the Company executes this Operating Agreement or a counterpart of it ("Agreement") and is listed as a member of the Company on Exhibit A, or who hereafter becomes a member of the Company, in accordance with the provisions of this Agreement (individually, a "Member," and collectively, the "Members"), enter into this Agreement effective as of July 20, 2017.

## STATEMENT OF AGREEMENT

The purpose of this Agreement is to define the rights and obligations of the Members with respect to their interests in the Company as described below.

## ARTICLE 1 - ORGANIZATION

1.1 Formation and Name. The Company was formed on March 16, 2017, by filing its Articles of Organization. The parties hereby agree to operate the Company pursuant to the provisions of the Michigan Limited Liability Company Act, as amended, ("Act") and pursuant to the provisions of this Agreement. The name of the Company is Pearl Street Ventures, LLC. The Company may conduct business under that name or another assumed name or names as determined from time to time.

1.2 Purposes. The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act, including, without limitation, the operation of a restaurant, bar and sandwich shop at 209 Pearl, Ypsilanti, Michigan 48197. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

1.3 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization or an amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent ever resigns, the Company shall promptly appoint a successor.

1.4 Principal Place of Business. The location of the principal place of business of the Company shall be 209 Pearl, Ypsilanti, Michigan 48197, or such other place as the Company from time to time may select.

1.5 Partnership Classification.

(a) The Members intend that the Company shall be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. No Member shall take any action inconsistent with such intent, and the Members agree to make any amendments hereto required (in the opinion of counsel for the Company) to obtain or maintain partnership classification for tax purposes from time to time.

(b) Notwithstanding the foregoing, the Company has been formed as a limited liability company under the Act and the Members specifically intend and agree that the Company not be construed as a partnership (including a limited partnership) or any other venture for purposes other than tax matters. No Member shall be construed to be a partner in the Company or a partner of any other Member or person for purposes other than tax matters, and the Articles of Organization, this Agreement and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise.

## ARTICLE 2 - CAPITAL ACCOUNTS

2.1 Capital Accounts. The Company shall maintain a separate capital account for each Member. The capital account of each Member shall be credited with his/her/its capital contribution(s) and shall be appropriately adjusted to reflect each Member's allocations of profits, gains, losses, deductions, the net fair market value of distributions made to the Member, and any other adjustments as required by section 704 of the Internal Revenue Code of 1986, as amended ("Code"), and its accompanying regulations. No interest shall be paid on any capital account.

2.2 Interests in Capital. The initial capital contributions to the Company and the initial interests of the Members in the capital contributed to the Company shall be those percentages (referred to as "Membership Interests") shown opposite their names on Exhibit A.

2.3 No Right to Withdraw. A Member shall have no right to withdraw from the Company, except in connection with the transfer or liquidation of his/her/its interest in the Company in accordance with the provisions of Article 5 or, except as provided in Article 6. No Member shall have the right to withdraw his/her/its capital contribution or to demand or receive a return of his/her/its capital contribution or any other distribution from the Company except as provided in this Agreement. Any attempted withdrawal in violation of this provision shall result in the withdrawing Member's forfeiture of any distributions from the Company until such withdrawal has been restored either by payment or by crediting distributions to the Member's capital account, and the Company shall be entitled to receive from the withdrawing Member damages for a breach of this Agreement in excess of the amount that would otherwise be distributable to the withdrawing Member.

2.4 Additional Contributions. Members shall not be obligated to make any additional contribution to the Company's capital unless all Members agree otherwise. Notwithstanding the foregoing, (a) if any court of competent jurisdiction holds that distributions (or any part thereof) received by a Member pursuant to the provisions hereof constitute a return of capital and directs that Member to pay such amount (with or without interest) to or for the account of the Company or any creditor thereof, such obligation shall be the obligation of said Member and not of any other Member or the Company, and (b) a Member shall indemnify and hold harmless the Company and each other Member from any liability or loss incurred by virtue of the assessment of any income tax with respect to such Member's allocable share of the profits or gain of the Company.

2.5 Failure to Contribute. If any Member fails to make a capital contribution when required, 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 remaining Members consider appropriate, including diluting the interest in the Company of the defaulting Member and increasing the interests of the remaining Members to take into account the disproportionate capital contributions in such manner as the remaining Members determine appropriate. Alternatively, some or all of the remaining Members may elect to contribute the amount of such required capital themselves according to their respective Membership Interests. In such an event, the remaining Members shall be entitled to treat such amounts as an extension of credit to such defaulting Member, payable upon demand, with interest accruing thereon at the rate of fourteen percent (14%) per annum (or such lesser rate as the remaining Members shall agree) until paid, all of which shall be secured by such defaulting Member's interest in the Company. Each Member who may hereafter default hereby grants to each Member who may hereafter grant such an extension of credit a security interest in such defaulting Member's interest in the Company and further agrees to sign such documents as may be reasonably requested in order to perfect the security interest so granted.

## ARTICLE 3 - ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations of Profits and Losses. Subject to the allocation of all items described in Section 3.2(a), the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to their Membership Interests.

3.2 Tax Allocations.

(a) Special allocations of items of income, gain, loss and deduction shall be made in the following order and priority:

(i) Any provision of this Agreement to the contrary notwithstanding, if there is a net decrease in either Company or Member Minimum Gain during any taxable year of the Company or other period for which allocations of income, gain, loss and deductions are made, and if such decrease is not the result of any of the circumstances described in Treasury Regulations Section 1.704-2(f)(2) or (3) or 1.704-2(i)(4), then income and gain for that period (and, if necessary, subsequent periods) shall be specially and specifically allocated to the Members in an amount equal to each Member's share of the net decrease in Company or Member Minimum Gain, as the case may be. The provisions of this Section 3.2(a)(i) are intended to comply, and shall be interpreted consistently, with Treasury Regulation Section 1.704-2(f)(l) and 1.704-2(i)(4), respectively. Company Minimum Gain has the meaning assigned to the term partnership minimum gain in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(l). Generally speaking, Company Minimum Gain equals the excess of the amount by which a non-recourse liability exceeds the adjusted tax basis of the Company property it encumbers. Member Minimum Gain means an amount, with respect to each Member non-recourse debt, equal to the Company Minimum Gain that would result if such Member non-recourse debt were treated as a non-recourse liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

(ii) Income and gain (including, without limitation, gross income) shall be specially and specifically allocated to any Member who unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Section 1.704-l(b)(2)(ii)(d)(4), (5) or (6) in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit balance in such Member's capital account, if any, as quickly as possible. The provisions of this Section 3.2(a)(ii) are intended to comply with the qualified income offset requirement of, and shall be interpreted consistently with, Treasury Regulations Section 1.704-l (b)(2)(ii)(d).

(b) The allocations set forth in Section 3.2(a)(i) above are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704-2, but may not be consistent with the manner in which the Members intend to share the economic benefits of the Company. To ensure that the Members' economic intentions are not distorted, the Members, upon approval by Members holding more than two-thirds of the Membership Interests, may request a waiver of the minimum gain chargeback rules pursuant to Treasury Regulations Sections 1.704-2(f)(4) and 1.704-2(i)(4), if they deem it appropriate in their sole discretion. In addition, subject to Section 3.2(a), items of income, gain, loss and deduction shall be allocated between the Members so as to prevent the allocations in Section 3.2(a) from distorting the manner in which Company distributions would be divided among the Members pursuant to this Agreement but for application of Section 3.2(a). The Members, upon approval by Members holding more than two-thirds of the Membership Interests, may accomplish this result in any reasonable manner that is consistent with Code Section 704 and the related Treasury Regulations, as they deem appropriate in their sole discretion.

(c) Income, gain, loss and deductions with respect to any property contributed to the Company shall be allocated, solely for tax purposes, among the Members in accordance with the traditional method of making Code Section 704(c) allocations, described in Treasury Regulations Section 1.704-3(b). Allocations made pursuant to this Section 3.2(c) shall be for federal, state and local tax purposes only, and shall not affect, or in any way be taken into account in computing, any Member's capital account or share of distributions under any provision of this Agreement.

3.3 Distributions of Cash Flow. At such time(s) as the Members of the Company holding more than two-thirds of the Membership Interests shall determine, the Company shall distribute to the Members in proportion to their respective Membership Interests (except as otherwise provided in this Agreement) the Company's available funds, which for this purpose shall mean funds that the Members holding more than two-thirds of the Membership Interests determine to be in excess of those required for the payment of, or the reservation of funds for the payment of, the Company's expenses, liabilities (contingent or otherwise), capital improvements and acquisitions, and other obligations of the Company. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities.

3.4 Priority and Distribution of Assets. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member either as to the return of capital or as to profits, losses or distributions. No Member shall have the right to demand or receive property other than cash for such Member's capital or in payment of such Member's share of profits or cash flow. No distributions shall be made except in proportion to the Membership Interests of the Members.

ARTICLE 4 - MANAGEMENT OF THE COMPANY; RIGHTS AND DUTIES OF MEMBERS

4.1 Management of Business.

(a) The Members shall manage the Company. The Company may enter into contracts with a Member or third party to manage the daily business affairs of the Company. The Company may, by resolution of all of the Members, delegate to one or more Members or other agents or representatives of the Company such duties, responsibility, and authority as the Members may from time to time deem appropriate. In connection with the adoption of any such resolutions, the Members may specify a prescribed period of time during which such delegation applies. At the expiration of any such period of time so specified, such delegation shall cease to be effective. Regardless of whether any period of time is specified in connection with the delegation of duties, responsibilities, or authority thereunder, Members may rescind or revoke a delegation at any time by vote of Members holding more than two-thirds of the Membership Interests. Except for duties, responsibilities or authority delegated under such resolutions, or except as provided by law or this Agreement, all decisions shall be made by Members holding more than two-thirds of the Membership Interests, and any lesser percentage of the Membership Interests shall have no power whatsoever to take any action for or on behalf of, or to bind, the Company or the Members.

(b) For convenience, the Members may, from time to time on an annual basis (or at such other times as the Members may deem appropriate) approve and appoint officers to act as agents for the Company. Any officers so appointed may be removed and/or replaced at any time for any reason or for no reason, whether with or without cause by Members holding more than two-thirds of the Membership Interests. Officers appointed under this Section 4.1(b) may have titles such as Chairman, President, Vice President, Secretary and/or Treasurer, or such other titles as the Members holding more than two-thirds of the Membership Interests may determine, and unless otherwise indicated in the resolutions under which such officers are appointed, shall have the roles, rights, and duties specified in Section 4.1(c). The same person may hold any two or more offices; provided, however, the same person shall not hold the offices of President and Secretary. Officers of the Company need not be Members of the Company.

(c) If a Chairman is appointed, s/he shall preside at any meetings of the Members or officers and shall perform such other duties as may be determined by resolution of the Members holding more than two-thirds of the Membership Interests including, if the Members so determine, acting as the chief executive officer of the Company, in which case s/he shall have general supervision, direction, and control of the business of the Company and shall have the general powers and duties of management usually vested in or incident to the office of the chief executive officer of a corporation. Unless the Members holding more than two-thirds of the Membership Interests determine otherwise, if a President is appointed, s/he shall be the chief executive officer as well as the chief operating officer of the Company and shall have general supervision, direction, and control of the business of the Company as well as the duty and responsibility to implement and accomplish the objectives of the Company. In the absence or non-election of a Chairman, the President shall preside at all meetings of the Members and officers. The President shall perform such other duties as may be assigned by the Members holding more than two-thirds of the Membership Interests. The President shall cause an annual operating budget to be prepared and submitted to the Members for review and approval and, upon approval by the Members holding more than two-thirds of the Membership Interests, the President shall have full authority to take any and all necessary actions on behalf of the Company that are consistent with the approved annual operating budget. If a Vice President is appointed, s/he shall perform the duties of the President when the President is unable to do so, and shall perform such other duties as shall be delegated by the Members holding more than two-thirds of the Membership Interests. If a Secretary is appointed, s/he shall keep minutes of all the proceedings of the Members and shall make proper record of the same, which shall be attested by the Secretary. The Secretary may sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Company requiring the Secretary's signature. The Secretary also shall give notice of meetings of the Members and shall keep such books and records as the Members or the chief executive officer may, from time to time, request. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the Members holding more than two-thirds of the Membership Interests. If a Treasurer is appointed, s/he shall have custody of the Company's funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Company and shall deposit all money and other valuables in the name and to the credit of the Company in such depositories as may be selected by the Members and shall disburse the Company's funds as may be ordered by the Members or the chief executive officer, taking proper vouchers for such disbursements. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Members holding more than two-thirds of the Membership Interests.

(d) The following individuals are hereby appointed officers of the Company in accordance with the provisions of Section 4.1 (c) above:

| | |
|---|---|
| President | Jesse Kranyak |
| Vice President | Daniel Klenotic |
| Secretary | Mark Maynard |
| Treasurer | Daniel Klenotic |

4.2 Certain Procedural Matters. Any action which, pursuant to this Agreement or the Act, is to be taken by the Members may be taken, with or without a meeting of the Members, and with or without a formal vote, pursuant to written consent(s) signed by all of the Members holding the minimum percentage of Membership Interests required to effect such action, or pursuant to such other procedural requirements as Members holding more than two-thirds of the Membership Interests may establish by resolution from time to time. The President of the Company (acting in accordance with the annual operating budget approved by the Members) and/or any Member (acting with the consent of Members holding more than two-thirds of the Membership Interests), has the power, on the Company's behalf, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property; (c) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (d) borrow money, incur liabilities, and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) obtain insurance covering the business and affairs of the Company and its property and on its Members; (g) commence, prosecute or defend any proceeding in the Company's name; and (h) participate with others in partnerships, joint ventures and other associations and strategic alliances. The President of the Company and/or any Member (acting with the consent of Members holding more than two-thirds of the Membership Interests) shall exercise these powers in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of the Company and in accordance with the provisions of this Agreement.

4.3 Members' Standard of Care, Liability and Indemnification.

(a) Each Member shall discharge his, her or its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he, she or it reasonably believes is in the best interests of the Company and its Members. In discharging his, her or its duties, a Member may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more other Members or employees of the Company whom the Member in question reasonably believes is reliable and competent with respect to the matter prepared or presented, (ii) legal counsel, public accountants, engineers or other persons as to matters the Member in question reasonably believes are within such person's professional or expert competence, or (iii) a committee of the Members (if the appointment of such committee has been authorized pursuant to this Agreement) of which the Member in question is not a member, if the Member in question reasonably believes such committee merits confidence; provided that the Member in question does not have knowledge concerning the matter in question which makes such reliance unwarranted.

(b) Each Member shall:

(i) Be liable solely to the Company and, derivatively, to its other Members for his, her or its gross negligence or willful misconduct. A Member's taking of any action or failure to take any action, or a Member's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Act, the Articles of Organization and this Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of such Member.

(ii) Look solely to the Company's property for the return of his, her or its capital contributions and if the Company's property remaining after payment or discharge of the Company's debts and liabilities is insufficient to return such capital contributions, no Member shall have recourse against any other Member, except as provided in Section 4.3(b)(i) above.

(c) The Company shall indemnify, defend and hold harmless each Member (and, if applicable, its officers, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by a Member in defense of any act or omission), judgments or amounts paid in settlement by such Member by reason of any act performed, or omitted to be performed, by him, her or it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Member is a party or is threatened to be made a party because he, she or it is or was a Member. The provisions of this Section 4.3(c), however, shall not relieve a Member of any liability that he, she or it may have (i) pursuant to Section 4.3(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Member is not entitled, (iii) pursuant to Section 308 of the Act, or (iv) in connection with a knowing violation of law, and no Member shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.3(c) shall be limited to the Company's assets, and no Member shall have a claim against any other Member by virtue of this Section 4.3(c), nor shall this Section 4.3(c) be construed so as to impose any obligation on any Member to make a capital contribution.

4.4 Self-Dealing. Any Member and any affiliate of any Member may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if such Member has informed the other Members of the material terms of such dealings, and such dealings were approved, in advance, by disinterested Members holding more than two-thirds of the remaining Membership Interests. No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Member or his, her or its affiliate is directly or indirectly interested in such contract or other act apart from his, her or its interest as a Member, nor shall such Member or his, her or its affiliate be accountable to the Company or the other Members with respect to any profits directly or indirectly realized by reason of such contract or other act, if such contract or other act was approved in accordance with this Section 4.4.

4.5 Devotion of Time to Company. No Member shall be required to manage the Company as his, her or its sole and exclusive function, and the Members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of a Member or to the income or proceeds derived from such interests or activities. No Member shall incur liability to the Company or to any of the other Members as a result of engaging in any other interests or activities. The provisions of this Section 4.5 shall be subject to those of Section 4.4 above. Notwithstanding the foregoing, a Member that has contracted with the Company to provide a product or service to the Company shall be responsible for the full and complete performance of that contract and shall expend such time and effort as may be required to perform that contract.

4.6 Compensation and Expenses.

(a) No Member shall be entitled to any compensation for managing the affairs of the Company in such capacity. This Section 4.6(a) shall not prohibit, however, the Company from retaining a Member or his, her or its affiliates to perform services for or supply goods to the Company, and to compensate such Member or affiliate for such services or goods.

(b) Section 4.6(a) above notwithstanding, the Company shall reimburse each Member for all reasonable costs and expenses incurred by him, her or it on behalf of the Company. Such costs and expenses may include, but shall not necessarily be limited to, legal and accounting fees relating to the organization of the Company, current and recurring legal and accounting expenses and all costs of negotiating financing relating to the Company's business.

4.7 Limited Liability of Members. No Member shall be personally liable for the Company's acts, debts or obligations, unless the Act or any other provision of this Agreement expressly provides otherwise.

4.8 Access to Company Information. The Company shall provide such Member with a copy of the Company's most-recent annual financial statements and federal, state and local income tax returns and reports. On reasonable written request by a Member, (i) the Company shall provide such Member with information regarding the current state of business and financial condition of the Company; (ii) any Member, or his, her or its designated representative, may inspect and copy, at such Member's request, any of the records maintained by the Company or a Member; and (iii) a Member may obtain such other information regarding the Company's affairs or inspect, personally or through a representative, during ordinary business hours, such other books and records of the Company as is just and reasonable. Any Member may call for a formal accounting of the Company's affairs whenever circumstances render such request just and reasonable.

4.9 Officers' Standard of Care, Liability and Indemnification.

(a) Each officer of the Company shall discharge his, her or its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he, she or it reasonably believes is in the best interests of the Company and its Members. In discharging his, her or its duties, an officer may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more Members, officers or employees of the Company whom the officer in question reasonably believes is reliable and competent with respect to the matter prepared or presented, (ii) legal counsel, public accountants, engineers or other persons as to matters the officer in question reasonably believes are within such person's professional or expert competence, or (iii) a committee of the Members (if the appointment of such committee has been authorized pursuant to this Agreement) of which the officer in question is not a member, if the officer in question reasonably believes such committee merits confidence; provided that the officer in question does not have knowledge concerning the matter in question which makes such reliance unwarranted.

(b) Each officer of the Company shall be liable solely to the Company and, derivatively, to its other Members for his, her or its gross negligence or willful misconduct. An officer's taking of any action or failure to take any action, or an officer's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Act, the Articles of Organization and this Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of such officer.

(c) The Company shall indemnify, defend and hold harmless each officer from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by an officer in defense of any act or omission), judgments or amounts paid in settlement by such officer by reason of any act performed, or omitted to be performed, by him, her or it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the officer is a party or is threatened to be made a party because he or she is or was an officer. The provisions of this Section 4.9(c), however, shall not relieve an officer of any liability that he or she may have (i) pursuant to Section 4.9(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the officer is not entitled, or (iii) in connection with a knowing violation of law, and no officer shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.9(c) shall be limited to the Company's assets, and no officer shall have a claim against any Member by virtue of this Section 4.9(c), nor shall this Section 4.9(c) be construed so as to impose any obligation on any Member to make a capital contribution.

4.10 Decision Making Process. Notwithstanding anything contained in this Agreement to the contrary, it is the intention of the Members that any proposal or action that this Agreement requires the Members to approve, shall be approved by a consensus decision-making model as follows:

(a) Each Member shall strive to reach consensus on key decisions. Consensus means that each Member is at least eighty percent (80%) satisfied with the wording of a decision or statement and will actively support it one hundred percent (100%) and live by the decision.

(b) If a predetermined deadline for a decision by the Members is reached and some, but not all, of the Members are in favor of the proposal or action at hand, then the dissenting

Member(s) shall bring additional data or a counterproposal or action to the following meeting of the Members.

(c) If consensus of the Members still cannot be reached at the next meeting of the Members, then the Members shall vote and the decision of the Members holding the requisite percentage of Membership Interests (as set forth in the applicable Sections of this Agreement) shall control.

(d) If the Members fail to obtain the votes from the Members holding the requisite percentage of Membership Interests, the Members shall default to a "no spend, no change" decision.

## ARTICLE 5 - TRANSFERS OF INTERESTS

5.1 Restrictions on Transfer. Except as otherwise provided herein, no holder of an interest ("Holder") shall sell, assign, encumber or otherwise transfer, voluntarily or involuntarily, with or without consideration, all or part of any such interest (or any interest therein) ("Company Interest"), whether now held or hereafter acquired, unless such Holder has first given the notices and made the offers to sell as provided herein, and no such offer has been accepted. A Company Interest is transferable only in strict compliance with the terms of this Agreement.

5.2 Right of First Refusal. If any Holder shall receive an offer for the purchase of or otherwise desires to sell all or part of his Company Interest, that Holder shall have the right to sell the Company Interest subject to the following limitations:

(a) The Holder shall procure a bona fide written offer, signed by the prospective purchaser and containing all terms of the offer, or the Holder may establish a price and terms upon which he proposes to sell his Company Interest.

(b) The Holder shall promptly notify in writing the Company and all of its Members of the terms of the offer or the terms on which he, she or it proposes to sell his, her or its Company Interest.

(c) The Company shall have the option to elect, within seventy-five (75) days after receipt of the notice, to purchase that portion of the Company Interest covered by the offer. Notwithstanding anything to the contrary, the Company's decision on whether to elect to purchase pursuant to the option contained in this Section 5.2(c) shall be made by Members holding more than two-thirds of the Membership Interests other than those of the Holder contemplating the sale pursuant to this Section 5.2.

(d) If the Company does not exercise its option to purchase, the other Members shall have, for thirty (30) days after the Company's option expires, the option to purchase the Company Interest. If more than one Member elects to exercise this purchase option, each such electing Member shall be entitled to purchase only that portion of the Company Interest being sold that corresponds to the percentage obtained by dividing such Member's Membership Interest by the total of the Membership Interests of all Members electing to so purchase.

(e) The options granted to the Company and to the other Members under this Article 5 shall be exercisable on the same terms and conditions as required to be set forth in the notice referenced in Section 5.2(b) or at the purchase price and terms set forth in Section 5.7, whichever the Company or the purchasing Member(s) shall elect.

5.3 Other Transfers. If any Holder contemplates a disposition other than by sale, including an assignment, encumbrance, or other transfer of a Company Interest, or if any person seeks to obtain an interest in such Company Interest, whether by execution, judgment or otherwise, the Holder, or the party seeking to obtain the interest, as the case may be, shall notify the Company and all other Members of the name and address of the prospective transferee, the extent of the Company Interest to be transferred, and all terms and conditions contemplated by the transfer, and the Company and the other Members shall have options to acquire the Company Interest in accordance with the terms and conditions of the options granted in Section 5.2 (right of first refusal).

5.4 Lapse of Option. After the expiration of the options described in Sections 5.2 and 5.3, the Holder shall be entitled to make the proposed sale, assignment, encumbrance, or other transfer to the person named in the notice, or offer the Company Interest for sale, but only upon the terms and conditions described in the notice and subject to the provisions of this Agreement. If such sale, assignment, encumbrance, or other transfer is not made within forty-five (45) days after the expiration of the last of the options granted in this Article 5, the Company Interest shall automatically again become subject to the restrictions on transfer stated herein.

5.5 Default, Bankruptcy and Other Events. Each of the following ("Triggering Event") occurring with respect to any Holder of a Company Interest ("Defaulting Holder") shall trigger the options described below:

(a) If a Holder appoints or has appointed a receiver or custodian for all or a substantial portion of such Holder's assets.

(b) If a Holder makes or consents to an assignment for the benefit of creditors or a common law composition of creditors.

(c) If a Holder files a voluntary petition of bankruptcy or is otherwise adjudged bankrupt or has entered against such Holder an order for relief in any bankruptcy or insolvency proceeding.

(d) If a Holder's Company Interest shall be levied on for execution, or if any interest in the Company is awarded by judicial decree or judgment to any person, including but not limited to the spouse or former spouse of the Holder pursuant to a divorce or separation proceeding.

(e) If a Holder dies, becomes legally incompetent, or if a Holder that is a corporation, trust, partnership, limited liability company, or other similar entity suffers a change of fifty percent (50%) or more of the ownership of the equity securities or other beneficial interests therein, or if there is a change in fifty percent (50%) or more of the directors, trustees, partners, or other managers or members of such entity, or if same is dissolved, liquidated, or otherwise terminated or sells or otherwise transfers substantially all of its assets, whether by merger, reorganization, or otherwise. For purposes of this Agreement, a person shall be deemed legally incompetent only if such person is determined to be unable, by reason of a mental condition, to make appropriate decisions in managing his or her business affairs for a period of at least twelve (12) consecutive months. In the event of a dispute regarding one's legal incompetence or alleged legal incompetence, the Company shall be entitled to appoint a physician to make a determination as to whether legal incompetence exists. The decision of the physician with respect to that matter shall be final and binding on all parties.

If a Triggering Event as described in Sections 5.5(a) through (e) above occurs, then the

Company, acting by Members holding more than two-thirds of the Membership Interests (excluding the Membership Interest of the Defaulting Holder), shall have an option (i) to purchase all, but not less than all, of the Defaulting Holder's Company Interest at the price and on the terms specified in Section 5.7, or (ii) to demand that the Company be liquidated and dissolved, in which case all Members shall vote in such manner as to cause such liquidation and dissolution, or (iii) to continue as permitted by law after the Triggering Event with any successor to the Defaulting Holder being treated as a mere assignee of the interest thereof, with no right to participate in the management of the Company (unless unanimously approved for membership by the remaining Members in accordance with Sections 5.1 and 5.8).

If the Company elects to exercise the option to purchase or liquidate as granted under this Section 5.5, it shall do so by notifying the Defaulting Holder (or the Defaulting Holder's legal successor) of this decision any time within one (1) year after the occurrence of the event of default, even though such event may have been cured (or any bankruptcy petition may have been dismissed, or otherwise discharged) before the notice of exercise. The options of the Company and other Members granted under this Article 5 shall be in addition to and not in lieu of any other options, rights, or remedies that may be available under this Agreement or otherwise, and any exercise of any rights granted under this Agreement shall not relieve the Defaulting Holder from any obligations accrued before the date of the Company Interest or any liability or damage to the Company or its Members.

5.6 Priority. In the event any condition or facts give rise to application or possible application of simultaneous options under more than one Section of this Article 5 to any particular set of facts, the holder(s) of the option(s) to purchase shall, acting by majority in interest, have the option as to whether to proceed under Section 5.5 or Sections 5.2 and 5.3.

5.7 Purchase Price and Terms.

(a) Except as otherwise specifically provided herein, the purchase price for any interest in the Company to be sold pursuant to options or requirements contained in this Agreement shall be equal to the Membership Interest attributable to the Company Interest being purchased times the value of the Company last agreed upon by Members holding more than two-thirds of the Membership Interests before the event precipitating the purchase of such interest ("Agreed Value"). The Agreed Value may from time to time be altered only by obtaining the signature of Members holding more than two-thirds of the Membership Interests on a document in substantially the form of Exhibit B. If more than eighteen (18) months have elapsed since the last time that the Agreed Value has been properly set, whether by this Agreement or by revision, the Agreed Value shall be deemed to have been revised to an amount equal to the net value of the Company as determined by an independent appraiser selected by the purchaser(s) and seller jointly. If they cannot agree on an appraiser, the purchaser(s) shall select one appraiser and the seller shall select another, and the two appraisers shall in turn select a third appraiser, whose appraisal shall be controlling. The valuation of the Company pursuant to this Section 5.7 shall be binding upon all parties to this Agreement and their successors and assigns. The costs of any appraisals required hereunder shall be borne fifty percent (50%) by the purchaser(s) and fifty percent (50%) by the seller.

(b) Except as otherwise provided herein, if a Company Interest is sold and purchased pursuant to the provisions of this Agreement, the payment terms shall be as follows: the purchase price shall be paid by a down payment of ten percent (10%) of the total purchase price, with the balance being paid pursuant to a promissory note, bearing interest at the Wall Street Journal Prime Rate (as it may change from time to time), and requiring twenty (20) equal quarterly payments of principal and interest, with payments commencing three (3) months following the time of closing. The promissory note may be prepaid without premium or penalty.

(c) Except as otherwise provided herein, the closing on a purchase pursuant to an option set forth in this Agreement shall occur within thirty (30) days after the purchaser's written election to purchase. The purchaser shall specify the specific time and place of closing.

5.8 Approval Required. No Holder of a Company Interest shall sell or transfer all or any part of such interest except in accordance with the provisions of this Agreement and with the prior written consent of more than two-thirds of the Membership Interests of the remaining Members, which consent may be withheld in the sole and unrestricted discretion of any Member. Any sale or transfer attempted without the prior written consent of Members holding the requisite Membership Interests or without compliance with the provisions of this Agreement shall be null and void and confer no rights on the transferee against the Company. Before a permitted transferee shall be admitted into the Company as a substitute or additional Member, the conditions set forth in Section 5.9 must be satisfied.

5.9 Substitute or Additional Members.

(a) A person shall be admitted as a substitute or additional Member under this Agreement only after compliance with the following:

(i) A transfer contemplated by Section 5.4 shall be made only by written document, signed by the transferor and accepted in writing by the transferee, and a duplicate original of such document shall be delivered to the Company and approved by all Members (which approval may be withheld in the sole and unrestricted discretion of any Member).

(ii) The transferee shall execute and deliver to the Company a written agreement, in form satisfactory to the Members, pursuant to which such transferee agrees to be bound by this Agreement.

(b) In the event a transfer is made in accordance with the terms of this Article 5, unless otherwise permitted or required by both the Members and the Code, both of the following shall apply:

(i) The effective date of such transfer shall be the date the written documents described in Sections 5.9(a)(i) and (ii) are approved by the Members.

(ii) The Company and the Members shall be entitled to treat the transferor as the absolute owner of the transferred Company Interest in all respects and shall incur no liability for distributions or allocations made pursuant to Article 3 in good faith to such transferor until such time as the effective date of such transfer as determined under Section 5.9(b)(i).

(c) The costs incurred by the Company associated with the admission of a substitute or additional Member contemplated by this Article (including reasonable attorneys' fees) shall be borne by the transferee, and the Members' approval of transfer may be conditioned upon payment of such costs.

## ARTICLE 6 - DISSOLUTION AND TERMINATION

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

(a) The written consent of Members holding more than two-thirds of the Membership Interests; or

(b) The time specified or the happening of any event specified in the Company's Articles of Organization or any other event causing dissolution of a limited liability company under the Act.

The Company shall not be dissolved, and no Member shall cease to be a Member of the Company, solely as a result of any event of bankruptcy, including any assignment for the benefit of creditors; a voluntary petition in bankruptcy; an adjudication of bankruptcy or insolvency, or entry of an order of relief, in any bankruptcy or insolvency proceedings; the filing of a petition or answer seeking for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation; the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against any Member in any proceeding of the foregoing nature; or the seeking, consenting to, or acquiescence in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of its properties. It is the intent of the parties that the death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member shall not give rise to dissolution of the Company, and in any such event, the parties agree that within ninety (90) days following the occurrence of such event they (or their successors in interest) shall vote to continue the business of the Company to the extent permitted by the Act.

6.2 Final Accounting. In case of the Company's dissolution, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

6.3 Liquidation. Upon the Company's dissolution, the Members shall act jointly, or (if they unanimously agree) appoint someone to act, as liquidator to wind up the Company as soon as practical. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. 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, first in satisfaction of liabilities for distributions, and then in accordance with the Membership Interests then held. Such proceeds shall be paid to such Members within one hundred eighty (180) days after the date of winding up.

6.4 Distributions in Kind. If the Members or a liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, the liquidator shall distribute such assets to them in undivided interests as tenants in common in proportion to their Membership Interests.

6.5 Certificate of Dissolution. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall execute, or cause the Company to execute, certificates of dissolution and take such other actions as may be necessary to terminate the Company.

## ARTICLE 7 - AMENDMENT TO AGREEMENT

7.1 Amendments. Amendments to this Agreement and to the Articles of Organization shall be adopted and become effective only if approved in writing by Members then holding more than two-thirds of the Membership Interests, provided, however, that any amendment to Section 5.7 or this Article 7 shall be adopted and become effective only if approved in writing by all persons who then are Members.

## ARTICLE 8 – NOTICES

8.1 Method for Notices. All notices hereunder shall be in writing and sent by first-class mail, postage prepaid, and addressed to the Member's address as set forth in the Company's records and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

8.2 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

## ARTICLE 9 - GENERAL PROVISIONS

9.1 Exhibits. All Exhibits attached to this Agreement are hereby made a part of this Agreement to the same extent and as if they were set out herein in their entirety.

9.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives, except as otherwise set forth in this Agreement.

9.3 Headings. The headings of the Articles and Sections herein and in the Exhibits referred to herein are for convenience only and shall not control or effect any meaning or interpretation of any provision of this Agreement.

9.4 Entire Agreement. This Agreement (including all of the exhibits referred to herein) contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes and replaces any other oral or written agreement of the parties with respect to the subject matter hereof.

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

9.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

9.7 Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other provisions of this Agreement.

9.8 No Waiver. The failure of any party at any time or times to require performance at any time of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver at any time by either party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach of a waiver or any other condition or the breach of any other term, covenant, representation or warranty of this Agreement.

9.9 Method of Consent or Waiver. Any consent hereunder or any waiver of conditions or covenants as may be herein provided for, subject to all of the other requirements contained in this Agreement, shall be evidenced in writing, properly executed by a duly authorized officer of the party so electing hereunder.

9.10 Construction Principles. Words in any gender shall be deemed to include the other gender. The singular shall be deemed to include the plural and vice versa.

9.11 Rule Against Perpetuities. The parties hereto intend that the Rule Against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, if any provision in this Agreement would be invalid or unenforceable because of the Rule Against Perpetuities or any similar rule of law but for this Section 9.6, the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one (21) years after the death of the survivor of the group composed of the undersigned (all who are currently Members) and their issue who are living on the date of this Agreement and their issue, if any, who are living on the effective date of this Agreement.

9.12 Investment Representations. Each Member understands: (a) that the interests evidenced by this Agreement have not been registered under the Securities Act of 1933, as amended, or any state securities laws ("Securities Acts") because the Company is issuing these interests in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering, (b) that the Company has relied upon such Member's representations that its interests are to held for investment purposes only, and (c) that exemption from registration under the Securities Acts would not be available if the interests were acquired by a Member with a view to distribution.

Accordingly, each Member hereby confirms to the Company that such Member is acquiring its interest hereunder for such own Member for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any portion of such interest unless there is an effective registration or other qualification relating thereto under the Securities Acts or unless the Member delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Securities Acts is not required in connection with such transfer, offer or sale. Each Member understands that the Company is under no obligation to register the interests or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of any interest hereunder. Furthermore, each Member realizes that such interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the interest has been beneficially owned and fully paid for by such Member for at least three (3) years.

Each Member represents and warrants that prior to investing or acquiring any interest in the Company, such Member and his legal or other representatives have made an independent investigation of the Company and its business and have had made available to them all information with respect thereto requested and/or needed to make an informed decision to acquire the interest. Each Member represents and warrants that he is an "accredited investor" under Regulation D of the Securities Act of 1933, and under the state securities laws of the particular state of residence of such Member, and that he is a person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Company.

This Operating Agreement is executed and delivered to be effective as of July 20, 2017.

COMPANY:

PE[redacted]

By[redacted]
Na[redacted]
Tit[redacted]

MEMBERS:

[redacted]

DANIEL KLENOTIC

[redacted]

EXHIBIT A
TO
OPERATING AGREEMENT
FOR
PEARL STREET VENTURES, LLC

| Name: | Initial Capital Contribution: | Membership Interest: |
| --- | --- | --- |
| Daniel Klenotic<br>[redacted] | $100.00 | 33-1/3% |
| Jesse Kranyak<br>[redacted] | $100.00 | 33-1/3% |
| Mark Maynard<br>[redacted] | $100.00 | 33-1/3% |

EXHIBIT B
TO
OPERATING AGREEMENT
FOR
PEARL STREET VENTURES, LLC

CERTIFICATE OF AGREED VALUE

Effective on and after July 20, 2017, the "Agreed Value" to be used in determining the purchase price of an interest in the Company under the provisions of the Operating Agreement, dated effective as of July 20, 2017, is hereby agreed to be $ 300.00, until same is further amended or revised in accordance with the Operating Agreement.

COMPANY:

PEARL STREET VENTURES, LLC

By: ______________________________
Name: Jesse Kranyak
Title: President

[redacted]

DANIEL KLENOTIC

[redacted]

THE INTERESTS IN YPSILANTI PROPERTY ALLIANCE, LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. ARTICLE V OF THIS AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF INTERESTS IN YPSILANTI PROPERTY ALLIANCE, LLC.

# AMENDED AND RESTATED OPERATING AGREEMENT FOR YPSILANTI PROPERTY ALLIANCE, LLC

YPSILANTI PROPERTY ALLIANCE, LLC, a Michigan limited liability company ("Company"), and each person who as a member of the Company executes this Amended and Restated Operating Agreement or a counterpart of it ("Agreement") and is listed as a member of the Company on Exhibit A, or who hereafter becomes a member of the Company, in accordance with the provisions of this Agreement (individually, a "Member," and collectively, the "Members"), enter into this Agreement effective as of July 20, 2017.

## RECITALS

The Company, Mark Maynard and Jesse Kranyak entered into an Operating Agreement dated March 18, 2016 ("Original Operating Agreement") defining the rights and obligations of the parties to the Original Operating Agreement.

Daniel Klenotic has requested to become an additional Member of the Company and Mark Maynard and Jesse Kranyak have determined that it is in their best interests, as well as the best interests of the Company, to admit Daniel Klenotic as an additional Member of the Company.

The purpose of this Agreement is to amend and restate the Original Operating Agreement, to consent to the admission of Daniel Klenotic as an additional Member, and to define the rights and obligations of all the Members with respect to their interests in the Company as described below.

## ARTICLE 1 - ORGANIZATION

1.1 Formation and Name. The Company was formed on March 18, 2016, by filing its Articles of Organization. The parties hereby agree to operate the Company pursuant to the provisions of the Michigan Limited Liability Company Act, as amended, ("Act") and pursuant to the provisions of this Agreement. The name of the Company is Ypsilanti Property Alliance, LLC. The Company may conduct business under that name or another assumed name or names as determined from time to time.

1.2 Purposes. The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act, including, without limitation, the acquisition of the property commonly known as 209 Pearl, Ypsilanti, Michigan 48197, and the leasing and development thereof. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

1.3 Registered Office and Resident Agent. The Registered Office and Resident Agent of the

Company shall be as designated in the initial Articles of Organization or an amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent ever resigns, the Company shall promptly appoint a successor.

1.4 Principal Place of Business. The location of the principal place of business of the Company shall be 307 N. Washington, Ypsilanti, Michigan 48197, or such other place as the Company from time to time may select.

1.5 Partnership Classification.

(a) The Members intend that the Company shall be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. No Member shall take any action inconsistent with such intent, and the Members agree to make any amendments hereto required (in the opinion of counsel for the Company) to obtain or maintain partnership classification for tax purposes from time to time.

(b) Notwithstanding the foregoing, the Company has been formed as a limited liability company under the Act and the Members specifically intend and agree that the Company not be construed as a partnership (including a limited partnership) or any other venture for purposes other than tax matters. No Member shall be construed to be a partner in the Company or a partner of any other Member or person for purposes other than tax matters, and the Articles of Organization, this Agreement and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise.

## ARTICLE 2 - CAPITAL ACCOUNTS

2.1 Capital Accounts. The Company shall maintain a separate capital account for each Member. The capital account of each Member shall be credited with his/her/its capital contribution(s) and shall be appropriately adjusted to reflect each Member's allocations of profits, gains, losses, deductions, the net fair market value of distributions made to the Member, and any other adjustments as required by section 704 of the Internal Revenue Code of 1986, as amended ("Code"), and its accompanying regulations. No interest shall be paid on any capital account.

2.2 Interests in Capital. The initial capital contributions to the Company and the interests of the Members in the Company (referred to as "Membership Interests") shall be as shown opposite their names on Exhibit A.

2.3 No Right to Withdraw. A Member shall have no right to withdraw from the Company, except in connection with the transfer or liquidation of his/her/its interest in the Company in accordance with the provisions of Article 5 or, except as provided in Article 6. No Member shall have the right to withdraw his/her/its capital contribution or to demand or receive a return of his/her/its capital contribution or any other distribution from the Company except as provided in this Agreement. Any attempted withdrawal in violation of this provision shall result in the withdrawing Member's forfeiture of any distributions from the Company until such withdrawal has been restored either by payment or by crediting distributions to the Member's capital account, and the Company shall be entitled to receive from the withdrawing Member damages for a breach of this Agreement in excess of the amount that would otherwise be distributable to the withdrawing Member.

2.4 Additional Contributions. Members shall not be obligated to make any additional contribution to the Company's capital unless all Members agree otherwise. Notwithstanding the foregoing, (a) if any court of competent jurisdiction holds that distributions (or any part thereof) received by a Member pursuant to the provisions hereof constitute a return of capital and directs that Member to pay such amount (with or without interest) to or for the account of the Company or any creditor thereof, such obligation shall be the obligation of said Member and not of any other Member or the Company, and (b) a Member shall indemnify and hold harmless the Company and each other Member from any liability or loss incurred by virtue of the assessment of any income tax with respect to such Member's allocable share of the profits or gain of the Company.

2.5 Failure to Contribute. If any Member fails to make a capital contribution when required, 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 remaining Members consider appropriate, including diluting the interest in the Company of the defaulting Member and increasing the interests of the remaining Members to take into account the disproportionate capital contributions in such manner as the remaining Members determine appropriate. Alternatively, some or all of the remaining Members may elect to contribute the amount of such required capital themselves according to their respective Membership Interests. In such an event, the remaining Members shall be entitled to treat such amounts as an extension of credit to such defaulting Member, payable upon demand, with interest accruing thereon at the rate of fourteen percent (14%) per annum (or such lesser rate as the remaining Members shall agree) until paid, all of which shall be secured by such defaulting Member's interest in the Company. Each Member who may hereafter default hereby grants to each Member who may hereafter grant such an extension of credit a security interest in such defaulting Member's interest in the Company and further agrees to sign such documents as may be reasonably requested in order to perfect the security interest so granted.

## ARTICLE 3 - ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations of Profits and Losses. Subject to the allocation of all items described in Section 3.2(a), the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to their Membership Interests.

3.2 Tax Allocations.

(a) Special allocations of items of income, gain, loss and deduction shall be made in the following order and priority:

(i) Any provision of this Agreement to the contrary notwithstanding, if there is a net decrease in either Company or Member Minimum Gain during any taxable year of the Company or other period for which allocations of income, gain, loss and deductions are made, and if such decrease is not the result of any of the circumstances described in Treasury Regulations Section 1.704-2(f)(2) or (3) or 1.704-2(i)(4), then income and gain for that period (and, if necessary, subsequent periods) shall be specially and specifically allocated to the Members in an amount equal to each Member's share of the net decrease in Company or Member Minimum Gain, as the case may be. The provisions of this Section 3.2(a)(i) are intended to comply, and shall be interpreted consistently, with Treasury Regulation Section 1.704-2(f)(l) and 1.704-2(i)(4), respectively. Company Minimum Gain has the meaning assigned to the term partnership minimum gain in Treasury Regulations Sections 1.704-

2(b)(2) and 1.704-2(d)(l). Generally speaking, Company Minimum Gain equals the excess of the amount by which a non-recourse liability exceeds the adjusted tax basis of the Company property it encumbers. Member Minimum Gain means an amount, with respect to each Member non-recourse debt, equal to the Company Minimum Gain that would result if such Member non-recourse debt were treated as a non-recourse liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

(ii) Income and gain (including, without limitation, gross income) shall be specially and specifically allocated to any Member who unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Section 1.704-l(b)(2)(ii)(d)(4), (5) or (6) in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit balance in such Member's capital account, if any, as quickly as possible. The provisions of this Section 3.2(a)(ii) are intended to comply with the qualified income offset requirement of, and shall be interpreted consistently with, Treasury Regulations Section 1.704-l (b)(2)(ii)(d).

(b) The allocations set forth in Section 3.2(a)(i) above are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704-2, but may not be consistent with the manner in which the Members intend to share the economic benefits of the Company. To ensure that the Members' economic intentions are not distorted, the Members, upon approval by Members holding more than two-thirds of the Membership Interests, may request a waiver of the minimum gain chargeback rules pursuant to Treasury Regulations Sections 1.704-2(f)(4) and 1.704-2(i)(4), if they deem it appropriate in their sole discretion. In addition, subject to Section 3.2(a), items of income, gain, loss and deduction shall be allocated between the Members so as to prevent the allocations in Section 3.2(a) from distorting the manner in which Company distributions would be divided among the Members pursuant to this Agreement but for application of Section 3.2(a). The Members, upon approval by Members holding more than two-thirds of the Membership Interests, may accomplish this result in any reasonable manner that is consistent with Code Section 704 and the related Treasury Regulations, as they deem appropriate in their sole discretion.

(c) Income, gain, loss and deductions with respect to any property contributed to the Company shall be allocated, solely for tax purposes, among the Members in accordance with the traditional method of making Code Section 704(c) allocations, described in Treasury Regulations Section 1.704-3(b). Allocations made pursuant to this Section 3.2(c) shall be for federal, state and local tax purposes only, and shall not affect, or in any way be taken into account in computing, any Member's capital account or share of distributions under any provision of this Agreement.

3.3 Distributions of Cash Flow. At such time(s) as the Members of the Company holding more than two-thirds of the Membership Interests shall determine, the Company shall distribute to the Members in proportion to their respective Membership Interests (except as otherwise provided in this Agreement) the Company's available funds, which for this purpose shall mean funds that the Members holding more than two-thirds of the Membership Interests determine to be in excess of those required for the payment of, or the reservation of funds for the payment of, the Company's expenses, liabilities (contingent or otherwise), capital improvements and acquisitions, and other obligations of the Company. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities.

3.4 Priority and Distribution of Assets. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member either as to the return of capital or as to profits, losses or distributions. No Member shall have the right to demand or receive property other than cash for such Member's capital or in payment of such Member's share of profits or cash flow. No distributions shall be made except in proportion to the Membership Interests of the Members.

## ARTICLE 4 - MANAGEMENT OF THE COMPANY; RIGHTS AND DUTIES OF MEMBERS

4.1 Management of Business.

(a) The Members shall manage the Company. The Company may enter into contracts with a Member or third party to manage the daily business affairs of the Company. The Company may, by resolution of all of the Members, delegate to one or more Members or other agents or representatives of the Company such duties, responsibility, and authority as the Members may from time to time deem appropriate. In connection with the adoption of any such resolutions, the Members may specify a prescribed period of time during which such delegation applies. At the expiration of any such period of time so specified, such delegation shall cease to be effective. Regardless of whether any period of time is specified in connection with the delegation of duties, responsibilities, or authority thereunder, Members may rescind or revoke a delegation at any time by vote of Members holding more than two-thirds of the Membership Interests. Except for duties, responsibilities or authority delegated under such resolutions, or except as provided by law or this Agreement, all decisions shall be made by Members holding more than two-thirds of the Membership Interests, and any lesser percentage of the Membership Interests shall have no power whatsoever to take any action for or on behalf of, or to bind, the Company or the Members.

(b) For convenience, the Members may, from time to time on an annual basis (or at such other times as the Members may deem appropriate) approve and appoint officers to act as agents for the Company. Any officers so appointed may be removed and/or replaced at any time for any reason or for no reason, whether with or without cause by Members holding more than two-thirds of the Membership Interests. Officers appointed under this Section 4.1(b) may have titles such as Chairman, President, Secretary and/or Treasurer, or such other titles as the Members holding more than two-thirds of the Membership Interests may determine, and unless otherwise indicated in the resolutions under which such officers are appointed, shall have the roles, rights, and duties specified in Section 4.1(c). The same person may hold any two or more offices; provided, however, the same person shall not hold the offices of President and Secretary. Officers of the Company need not be Members of the Company.

(c) If a Chairman is appointed, s/he shall preside at any meetings of the Members or officers and shall perform such other duties as may be determined by resolution of the Members holding more than two-thirds of the Membership Interests including, if the Members so determine, acting as the chief executive officer of the Company, in which case s/he shall have general supervision, direction, and control of the business of the Company and shall have the general powers and duties of management usually vested in or incident to the office of the chief executive officer of a corporation. Unless the Members holding more than two-thirds of the Membership Interests determine otherwise, if a President is appointed, s/he shall be the chief executive officer as well as the chief operating officer of the Company and shall have general supervision, direction, and control of the business of the Company as well as the duty and responsibility to implement and accomplish the objectives of the Company. In the absence or non-election of a Chairman, the President shall preside at all meetings of the Members and officers. The President shall perform such other duties as may be assigned by the Members holding more than two-thirds of the Membership Interests. The President shall cause an annual operating budget to be prepared and submitted to the Members for review and approval and, upon approval by the Members holding more than two-thirds of the Membership Interests, the President shall have full authority to take any and all necessary actions on behalf of the Company that are consistent with the approved annual operating budget. If a Secretary is appointed, s/he shall keep minutes of all the proceedings of the Members and shall make proper record of the same, which shall be attested by the Secretary. The Secretary may sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Company requiring the Secretary's signature. The Secretary also shall give notice of meetings of the Members and shall keep such books and records as the Members or the chief executive officer may, from time to time, request. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the Members holding more than two-thirds of the Membership Interests. If a Treasurer is appointed, s/he shall have custody of the Company's funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Company and shall deposit all money and other valuables in the name and to the credit of the Company in such depositories as may be selected by the Members and shall disburse the Company's funds as may be ordered by the Members or the chief executive officer, taking proper vouchers for such disbursements. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Members holding more than two-thirds of the Membership Interests.

(d) The following individuals are hereby appointed officers of the Company in accordance with the provisions of Section 4.1 (c) above:

| | |
|---|---|
| President | Mark Maynard |
| Secretary | Jesse Kranyak |
| Treasurer | Daniel Klenotic |

4.2 Certain Procedural Matters. Any action which, pursuant to this Agreement or the Act, is to be taken by the Members may be taken, with or without a meeting of the Members, and with or without a formal vote, pursuant to written consent(s) signed by all of the Members holding the minimum percentage of Membership Interests required to effect such action, or pursuant to such other procedural requirements as Members holding more than two-thirds of the Membership Interests may establish by resolution from time to time. The President of the Company (acting in accordance with the annual operating budget approved by the Members) and/or any Member (acting with the consent of Members holding more than two-thirds of the Membership Interests), has the power, on the Company's behalf, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property; (c) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (d) borrow money, incur liabilities, and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) obtain insurance covering the business and affairs of the Company and its property and on its Members; (g) commence, prosecute or defend any proceeding in the Company's name; and (h) participate with others in partnerships, joint ventures and other associations and strategic alliances. The President of the Company and/or any Member (acting with the consent of Members holding more than two-thirds of the Membership Interests) shall exercise these powers in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of the Company and in accordance with the provisions of this Agreement.

4.3 Members' Standard of Care, Liability and Indemnification.

(a) Each Member shall discharge his, her or its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he, she or it reasonably believes is in the best interests of the Company and its Members. In discharging his, her or its duties, a Member may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more other Members or employees of the Company whom the Member in question reasonably believes is reliable and competent with respect to the matter prepared or presented, (ii) legal counsel, public accountants, engineers or other persons as to matters the Member in question reasonably believes are within such person's professional or expert competence, or (iii) a committee of the Members (if the appointment of such committee has been authorized pursuant to this Agreement) of which the Member in question is not a member, if the Member in question reasonably believes such committee merits confidence; provided that the Member in question does not have knowledge concerning the matter in question which makes such reliance unwarranted.

(b) Each Member shall:

(i) Be liable solely to the Company and, derivatively, to its other Members for his, her or its gross negligence or willful misconduct. A Member's taking of any action or failure to take any action, or a Member's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Act, the Articles of Organization and this Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of such Member.

(ii) Look solely to the Company's property for the return of his, her or its capital contributions and if the Company's property remaining after payment or discharge of the Company's debts and liabilities is insufficient to return such capital contributions, no Member shall have recourse against any other Member, except as provided in Section 4.3(b)(i) above.

(c) The Company shall indemnify, defend and hold harmless each Member (and, if applicable, its officers, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by a Member in defense of any act or omission), judgments or amounts paid in settlement by such Member by reason of any act performed, or omitted to be performed, by him, her or it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Member is a party or is threatened to be made a party because he, she or it is or was a Member. The provisions of this Section 4.3(c), however, shall not relieve a Member of any liability that he, she or it may have (i) pursuant to Section 4.3(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Member is not entitled, (iii) pursuant to Section 308 of the Act, or (iv) in connection with a knowing violation of law, and no Member shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.3(c) shall be limited to the Company's assets, and no Member shall have a claim against any other Member by virtue of this Section 4.3(c), nor shall this Section 4.3(c) be construed so as to impose any obligation on any

Member to make a capital contribution.

4.4 Self-Dealing. Any Member and any affiliate of any Member may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if such Member has informed the other Members of the material terms of such dealings, and such dealings were approved, in advance, by disinterested Members holding more than two-thirds of the remaining Membership Interests. No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Member or his, her or its affiliate is directly or indirectly interested in such contract or other act apart from his, her or its interest as a Member, nor shall such Member or his, her or its affiliate be accountable to the Company or the other Members with respect to any profits directly or indirectly realized by reason of such contract or other act, if such contract or other act was approved in accordance with this Section 4.4.

4.5 Devotion of Time to Company. No Member shall be required to manage the Company as his, her or its sole and exclusive function, and the Members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of a Member or to the income or proceeds derived from such interests or activities. No Member shall incur liability to the Company or to any of the other Members as a result of engaging in any other interests or activities. The provisions of this Section 4.5 shall be subject to those of Section 4.4 above. Notwithstanding the foregoing, a Member that has contracted with the Company to provide a product or service to the Company shall be responsible for the full and complete performance of that contract and shall expend such time and effort as may be required to perform that contract.

4.6 Compensation and Expenses.

(a) No Member shall be entitled to any compensation for managing the affairs of the Company in such capacity. This Section 4.6(a) shall not prohibit, however, the Company from retaining a Member or his, her or its affiliates to perform services for or supply goods to the Company, and to compensate such Member or affiliate for such services or goods.

(b) Section 4.6(a) above notwithstanding, the Company shall reimburse each Member for all reasonable costs and expenses incurred by him, her or it on behalf of the Company. Such costs and expenses may include, but shall not necessarily be limited to, legal and accounting fees relating to the organization of the Company, current and recurring legal and accounting expenses and all costs of negotiating financing relating to the Company's business.

4.7 Limited Liability of Members. No Member shall be personally liable for the Company's acts, debts or obligations, unless the Act or any other provision of this Agreement expressly provides otherwise.

4.8 Access to Company Information. On written request by a Member, the Company shall provide such Member with a copy of the Company's most-recent annual financial statements and federal, state and local income tax returns and reports. On reasonable written request by a Member, (i) the Company shall provide such Member with information regarding the current state of business and financial condition of the Company; (ii) any Member, or his, her or its designated representative, may inspect and copy, at such Member's request, any of the records maintained by the Company or a Member; and (iii) a Member may obtain such other information regarding the Company's affairs or inspect, personally or through a representative, during ordinary business hours, such other books and records of the Company as is just and reasonable.

Any Member may call for a formal accounting of the Company's affairs whenever circumstances render such request just and reasonable.

4.9 Officers' Standard of Care, Liability and Indemnification.

(a) Each officer of the Company shall discharge his, her or its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he, she or it reasonably believes is in the best interests of the Company and its Members. In discharging his, her or its duties, an officer may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more Members, officers or employees of the Company whom the officer in question reasonably believes is reliable and competent with respect to the matter prepared or presented, (ii) legal counsel, public accountants, engineers or other persons as to matters the officer in question reasonably believes are within such person's professional or expert competence, or (iii) a committee of the Members (if the appointment of such committee has been authorized pursuant to this Agreement) of which the officer in question is not a member, if the officer in question reasonably believes such committee merits confidence; provided that the officer in question does not have knowledge concerning the matter in question which makes such reliance unwarranted.

(b) Each officer of the Company shall be liable solely to the Company and, derivatively, to its other Members for his, her or its gross negligence or willful misconduct. An officer's taking of any action or failure to take any action, or an officer's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Act, the Articles of Organization and this Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of such officer.

(c) The Company shall indemnify, defend and hold harmless each officer from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by an officer in defense of any act or omission), judgments or amounts paid in settlement by such officer by reason of any act performed, or omitted to be performed, by him, her or it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the officer is a party or is threatened to be made a party because he or she is or was an officer. The provisions of this Section 4.9(c), however, shall not relieve an officer of any liability that he or she may have (i) pursuant to Section 4.9(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the officer is not entitled, or (iii) in connection with a knowing violation of law, and no officer shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.9(c) shall be limited to the Company's assets, and no officer shall have a claim against any Member by virtue of this Section 4.9(c), nor shall this Section 4.9(c) be construed so as to impose any obligation on any Member to make a capital contribution.

4.10 Decision Making Process. Notwithstanding anything contained in this Agreement to the contrary, it is the intention of the Members that any proposal or action that this Agreement requires the Members to approve, shall be approved by a consensus decision-making model as follows:

(a) Each Member shall strive to reach consensus on key decisions. Consensus means that each Member is at least eighty percent (80%) satisfied with the wording of a decision or statement and will actively support it one hundred percent (100%) and live by the decision.

(b) If a predetermined deadline for a decision by the Members is reached and some, but not all, of the Members are in favor of the proposal or action at hand, then the dissenting Member(s) shall bring additional data or a counterproposal or action to the following meeting of the Members.

(c) If consensus of the Members still cannot be reached at the next meeting of the Members, then the Members shall vote and the decision of the Members holding the requisite percentage of Membership Interests (as set forth in the applicable Sections of this Agreement) shall control.

(d) If the Members fail to obtain the votes from the Members holding the requisite percentage of Membership Interests, the Members shall default to a "no spend, no change" decision.

## ARTICLE 5 - TRANSFERS OF INTERESTS

5.1 Restrictions on Transfer. Except as otherwise provided herein, no holder of an interest ("Holder") shall sell, assign, encumber or otherwise transfer, voluntarily or involuntarily, with or without consideration, all or part of any such interest (or any interest therein) ("Company Interest"), whether now held or hereafter acquired, unless such Holder has first given the notices and made the offers to sell as provided herein, and no such offer has been accepted. A Company Interest is transferable only in strict compliance with the terms of this Agreement.

5.2 Right of First Refusal. If any Holder shall receive an offer for the purchase of or otherwise desires to sell all or part of his Company Interest, that Holder shall have the right to sell the Company Interest subject to the following limitations:

(a) The Holder shall procure a bona fide written offer, signed by the prospective purchaser and containing all terms of the offer, or the Holder may establish a price and terms upon which he proposes to sell his Company Interest.

(b) The Holder shall promptly notify in writing the Company and all of its Members of the terms of the offer or the terms on which he, she or it proposes to sell his, her or its Company Interest.

(c) The Company shall have the option to elect, within seventy-five (75) days after receipt of the notice, to purchase that portion of the Company Interest covered by the offer. Notwithstanding anything to the contrary, the Company's decision on whether to elect to purchase pursuant to the option contained in this Section 5.2(c) shall be made by Members holding more than two-thirds of the Membership Interests other than those of the Holder contemplating the sale pursuant to this Section 5.2.

(d) If the Company does not exercise its option to purchase, the other Members shall have, for thirty (30) days after the Company's option expires, the option to purchase the Company Interest. If more than one Member elects to exercise this purchase option, each such electing Member shall be entitled to purchase only that portion of the Company Interest being sold that corresponds to the percentage obtained by dividing such Member's Membership Interest by the total of the Membership Interests of all Members electing to so purchase.

(e) The options granted to the Company and to the other Members under this Article 5 shall be exercisable on the same terms and conditions as required to be set forth in the notice referenced in Section 5.2(b) or at the purchase price and terms set forth in Section 5.7, whichever the Company or the purchasing Member(s) shall elect.

5.3 Other Transfers. If any Holder contemplates a disposition other than by sale, including an assignment, encumbrance, or other transfer of a Company Interest, or if any person seeks to obtain an interest in such Company Interest, whether by execution, judgment or otherwise, the Holder, or the party seeking to obtain the interest, as the case may be, shall notify the Company and all other Members of the name and address of the prospective transferee, the extent of the Company Interest to be transferred, and all terms and conditions contemplated by the transfer, and the Company and the other Members shall have options to acquire the Company Interest in accordance with the terms and conditions of the options granted in Section 5.2 (right of first refusal).

5.4 Lapse of Option. After the expiration of the options described in Sections 5.2 and 5.3, the Holder shall be entitled to make the proposed sale, assignment, encumbrance, or other transfer to the person named in the notice, or offer the Company Interest for sale, but only upon the terms and conditions described in the notice and subject to the provisions of this Agreement. If such sale, assignment, encumbrance, or other transfer is not made within forty-five (45) days after the expiration of the last of the options granted in this Article 5, the Company Interest shall automatically again become subject to the restrictions on transfer stated herein.

5.5 Default, Bankruptcy and Other Events. Each of the following ("Triggering Event") occurring with respect to any Holder of a Company Interest ("Defaulting Holder") shall trigger the options described below:

(a) If a Holder appoints or has appointed a receiver or custodian for all or a substantial portion of such Holder's assets.

(b) If a Holder makes or consents to an assignment for the benefit of creditors or a common law composition of creditors.

(c) If a Holder files a voluntary petition of bankruptcy or is otherwise adjudged bankrupt or has entered against such Holder an order for relief in any bankruptcy or insolvency proceeding.

(d) If a Holder's Company Interest shall be levied on for execution, or if any interest in the Company is awarded by judicial decree or judgment to any person, including but not limited to the spouse or former spouse of the Holder pursuant to a divorce or separation proceeding.

(e) If a Holder dies, becomes legally incompetent, or if a Holder that is a corporation, trust, partnership, limited liability company, or other similar entity suffers a change of fifty percent (50%) or more of the ownership of the equity securities or other beneficial interests therein, or if there is a change in fifty percent (50%) or more of the directors, trustees, partners, or other managers or members of such entity, or if same is dissolved, liquidated, or otherwise terminated or sells or otherwise transfers substantially all of its assets, whether by merger, reorganization, or otherwise. For purposes of this Agreement, a person shall be deemed legally incompetent only if such person is determined to be unable, by reason of a mental condition, to make appropriate decisions in managing his or her business affairs for a period of at least twelve (12) consecutive months. In the event of a dispute regarding one's legal incompetence or alleged legal incompetence, the Company shall be entitled to appoint a physician to make a determination as to whether legal incompetence exists. The decision of the physician with respect to that matter shall be final and binding on all parties.

If a Triggering Event as described in Sections 5.5(a) through (e) above occurs, then the Company, acting by Members holding more than two-thirds of the Membership Interests (excluding the Membership Interest of the Defaulting Holder), shall have an option (i) to purchase all, but not less than all, of the Defaulting Holder's Company Interest at the price and on the terms specified in Section 5.7, or (ii) to demand that the Company be liquidated and dissolved, in which case all Members shall vote in such manner as to cause such liquidation and dissolution, or (iii) to continue as permitted by law after the Triggering Event with any successor to the Defaulting Holder being treated as a mere assignee of the interest thereof, with no right to participate in the management of the Company (unless unanimously approved for membership by the remaining Members in accordance with Sections 5.1 and 5.8).

If the Company elects to exercise the option to purchase or liquidate as granted under this Section 5.5, it shall do so by notifying the Defaulting Holder (or the Defaulting Holder's legal successor) of this decision any time within one (1) year after the occurrence of the event of default, even though such event may have been cured (or any bankruptcy petition may have been dismissed, or otherwise discharged) before the notice of exercise. The options of the Company and other Members granted under this Article 5 shall be in addition to and not in lieu of any other options, rights, or remedies that may be available under this Agreement or otherwise, and any exercise of any rights granted under this Agreement shall not relieve the Defaulting Holder from any obligations accrued before the date of the Company Interest or any liability or damage to the Company or its Members.

5.6 Priority. In the event any condition or facts give rise to application or possible application of simultaneous options under more than one Section of this Article 5 to any particular set of facts, the holder(s) of the option(s) to purchase shall, acting by majority in interest, have the option as to whether to proceed under Section 5.5 or Sections 5.2 and 5.3.

5.7 Purchase Price and Terms.

(a) Except as otherwise specifically provided herein, the purchase price for any interest in the Company to be sold pursuant to options or requirements contained in this Agreement shall be equal to the Membership Interest attributable to the Company Interest being purchased times the value of the Company last agreed upon by Members holding more than two-thirds of the Membership Interests before the event precipitating the purchase of such interest ("Agreed Value"). The Agreed Value may from time to time be altered only by obtaining the signature of Members holding more than two-thirds of the Membership Interests on a document in substantially the form of Exhibit B. If more than eighteen (18) months have elapsed since the last time that the Agreed Value has been properly set, whether by this Agreement or by revision, the Agreed Value shall be deemed to have been revised to an amount equal to the net value of the Company as determined by an independent appraiser selected by the purchaser(s) and seller jointly. If they cannot agree on an appraiser, the purchaser(s) shall select one appraiser and the seller shall select another, and the two appraisers shall in turn select a third appraiser, whose appraisal shall be controlling. The valuation of the Company pursuant to this Section 5.7 shall be binding upon all parties to this Agreement and their successors and assigns. The costs of any appraisals required hereunder shall be borne fifty percent (50%) by the purchaser(s) and fifty percent (50%) by the seller.

(b) Except as otherwise provided herein, if a Company Interest is sold and purchased pursuant to the provisions of this Agreement, the payment terms shall be as follows: the purchase price shall be paid by a down payment of ten percent (10%) of the total purchase price, with the balance being paid pursuant to a promissory note, bearing interest at the Wall Street Journal Prime Rate (as it may change from time to time), and requiring twenty (20) equal quarterly payments of principal and interest, with payments commencing three (3) months following the time of closing. The promissory note may be prepaid without premium or penalty.

(c) Except as otherwise provided herein, the closing on a purchase pursuant to an option set forth in this Agreement shall occur within thirty (30) days after the purchaser's written election to purchase. The purchaser shall specify the specific time and place of closing.

5.8 Approval Required. No Holder of a Company Interest shall sell or transfer all or any part of such interest except in accordance with the provisions of this Agreement and with the prior written consent of more than two-thirds of the Membership Interests of the remaining Members, which consent may be withheld in the sole and unrestricted discretion of any Member. Any sale or transfer attempted without the prior written consent of Members holding the requisite Membership Interests or without compliance with the provisions of this Agreement shall be null and void and confer no rights on the transferee against the Company. Before a permitted transferee shall be admitted into the Company as a substitute or additional Member, the conditions set forth in Section 5.9 must be satisfied.

5.9 Substitute or Additional Members.

(a) A person shall be admitted as a substitute or additional Member under this Agreement only after compliance with the following:

(i) A transfer contemplated by Section 5.4 shall be made only by written document, signed by the transferor and accepted in writing by the transferee, and a duplicate original of such document shall be delivered to the Company and approved by all Members (which approval may be withheld in the sole and unrestricted discretion of any Member).

(ii) The transferee shall execute and deliver to the Company a written agreement, in form satisfactory to the Members, pursuant to which such transferee agrees to be bound by this Agreement.

(b) In the event a transfer is made in accordance with the terms of this Article 5, unless otherwise permitted or required by both the Members and the Code, both of the following shall apply:

(i) The effective date of such transfer shall be the date the written documents described in Sections 5.9(a)(i) and (ii) are approved by the Members.

(ii) The Company and the Members shall be entitled to treat the transferor as the absolute owner of the transferred Company Interest in all respects and shall incur no liability for distributions or allocations made pursuant to Article 3 in good faith to such transferor until such time as the effective date of such transfer as determined under Section 5.9(b)(i).

(c) The costs incurred by the Company associated with the admission of a substitute or additional Member contemplated by this Article (including reasonable attorneys' fees) shall be borne by the transferee, and the Members' approval of transfer may be conditioned upon payment of such costs.

## ARTICLE 6 - DISSOLUTION AND TERMINATION

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

(a) The written consent of Members holding more than two-thirds of the Membership Interests; or

(b) The time specified or the happening of any event specified in the Company's Articles of Organization or any other event causing dissolution of a limited liability company under the Act.

The Company shall not be dissolved, and no Member shall cease to be a Member of the Company, solely as a result of any event of bankruptcy, including any assignment for the benefit of creditors; a voluntary petition in bankruptcy; an adjudication of bankruptcy or insolvency, or entry of an order of relief, in any bankruptcy or insolvency proceedings; the filing of a petition or answer seeking for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation; the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against any Member in any proceeding of the foregoing nature; or the seeking, consenting to, or acquiescence in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of its properties. It is the intent of the parties that the death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member shall not give rise to dissolution of the Company, and in any such event, the parties agree that within ninety (90) days following the occurrence of such event they (or their successors in interest) shall vote to continue the business of the Company to the extent permitted by the Act.

6.2 Final Accounting. In case of the Company's dissolution, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

6.3 Liquidation. Upon the Company's dissolution, the Members shall act jointly, or (if they unanimously agree) appoint someone to act, as liquidator to wind up the Company as soon as practical. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. 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, first in satisfaction of liabilities for distributions, and then in accordance with the Membership Interests then held. Such proceeds shall be paid to such Members within one hundred eighty (180) days after the date of winding up.

6.4 Distributions in Kind. If the Members or a liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, the liquidator shall distribute such assets to them in undivided interests as tenants in common in proportion to their Membership Interests.

6.5 Certificate of Dissolution. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall execute, or cause the Company to execute, certificates of dissolution and take such other actions as may be necessary to terminate the Company.

## ARTICLE 7 - AMENDMENT TO AGREEMENT

7.1 Amendments. Amendments to this Agreement and to the Articles of Organization shall be adopted and become effective only if approved in writing by Members then holding more than two-thirds of the Membership Interests, provided, however, that any amendment to Section 5.7 or this Article 7 shall be adopted and become effective only if approved in writing by all persons who then are Members.

## ARTICLE 8 – NOTICES

8.1 Method for Notices. All notices hereunder shall be in writing and sent by first-class mail, postage prepaid, and addressed to the Member's address as set forth in the Company's records and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

8.2 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

## ARTICLE 9 - GENERAL PROVISIONS

9.1 Exhibits. All Exhibits attached to this Agreement are hereby made a part of this Agreement to the same extent and as if they were set out herein in their entirety.

9.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives, except as otherwise set forth in this Agreement.

9.3 Headings. The headings of the Articles and Sections herein and in the Exhibits referred to herein are for convenience only and shall not control or effect any meaning or interpretation of any provision of this Agreement.

9.4 Entire Agreement. This Agreement (including all of the exhibits referred to herein) contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes and replaces any other oral or written agreement of the parties with respect to the subject matter hereof.

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

9.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

9.7 Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other provisions of this Agreement.

9.8 No Waiver. The failure of any party at any time or times to require performance at any time of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver at any time by either party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach of a waiver or any other condition or the breach of any other term, covenant, representation or warranty of this Agreement.

9.9 Method of Consent or Waiver. Any consent hereunder or any waiver of conditions or covenants as may be herein provided for, subject to all of the other requirements contained in this Agreement, shall be evidenced in writing, properly executed by a duly authorized officer of the party so electing hereunder.

9.10 Construction Principles. Words in any gender shall be deemed to include the other gender. The singular shall be deemed to include the plural and vice versa.

9.11 Rule Against Perpetuities. The parties hereto intend that the Rule Against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, if any provision in this Agreement would be invalid or unenforceable because of the Rule Against Perpetuities or any similar rule of law but for this Section 9.6, the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one (21) years after the death of the survivor of the group composed of the undersigned (all who are currently Members) and their issue who are living on the date of this Agreement and their issue, if any, who are living on the effective date of this Agreement.

9.12 Investment Representations. Each Member understands: (a) that the interests evidenced by this Agreement have not been registered under the Securities Act of 1933, as amended, or any state securities laws ("Securities Acts") because the Company is issuing these interests in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering, (b) that the Company has relied upon such Member's representations that its interests are to held for investment purposes only, and (c) that exemption from registration under the Securities Acts would not be available if the interests were acquired by a Member with a view to distribution.

Accordingly, each Member hereby confirms to the Company that such Member is acquiring its interest hereunder for such own Member for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any portion of such interest unless there is an effective registration or other qualification relating thereto under the Securities Acts or unless the Member delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Securities Acts is not required in connection with such transfer, offer or sale. Each Member understands that the Company is under no obligation to register the interests or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of any interest hereunder. Furthermore, each Member realizes that such interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the interest has been beneficially owned and fully paid for by such Member for at least three (3) years.

Each Member represents and warrants that prior to investing or acquiring any interest in the Company, such Member and his legal or other representatives have made an independent investigation of the Company and its business and have had made available to them all information with respect thereto requested and/or needed to make an informed decision to acquire the interest. Each Member represents and warrants that he is an "accredited investor" under Regulation D of the Securities Act of 1933, and under the state securities laws of the particular state of residence of such Member, and that he is a person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Company.

9.13 Admission of Additional Member. The Company, Mark Maynard and Jesse Kranyak consent to the admission of Daniel Klenotic as an additional Member of the Company and Daniel Klenotic, by executing this Agreement and making the capital contribution set forth opposite his name on the attached Exhibit A, agrees to become a Member of the Company and further agrees to all of the duties and obligations of a Member as set forth in this Agreement.

This Operating Agreement is executed and delivered to be effective as of July 20, 2017.

COMPANY:

YPSILANTI PROPERTY ALLIANCE, LLC

By: [redacted]
Title: President

MEMBERS:

[redacted]
MARK MAYNARD

[redacted]
JESSE KRANYAK

[redacted]

EXHIBIT A
TO
OPERATING AGREEMENT
FOR
YPSILANTI PROPERTY ALLIANCE, LLC

| Name: | Capital Contribution: | Membership Interest: |
|---|---|---|
| Mark Maynard<br>[redacted] | $35,000.00* | 33-1/3% |
| Jesse Kranyak<br>[redacted] | $35,000.00* | 33-1/3% |
| Daniel Klenotic<br>[redacted] | $65,000.00** | 33-1/3% |

*Made as of March 18, 2016

**Made as of July 20, 2017

EXHIBIT B
TO
AMENDED AND RESTATED
OPERATING AGREEMENT
FOR
YPSILANTI PROPERTY ALLIANCE, LLC

CERTIFICATE OF AGREED VALUE

Effective on and after July 20, 2017, the "Agreed Value" to be used in determining the purchase price of an interest in the Company under the provisions of the Amended and Restated Operating Agreement, dated effective as of July 20, 2017, is hereby agreed to be $ 400,000, less the outstanding principal balance (determined in the month in which an event occurs that gives rise to the need to refer to the "Agreed Value") of the Company's indebtedness related to the property located at 209 Pearl Street, Ypsilanti, Michigan, until same is further amended or revised in accordance with the Operating Agreement.

COMPANY:

YPSILANTI PROPERTY ALLIANCE, LLC

By: [redacted]
Name: Mark Maynard
Title: President

MEMBERS:

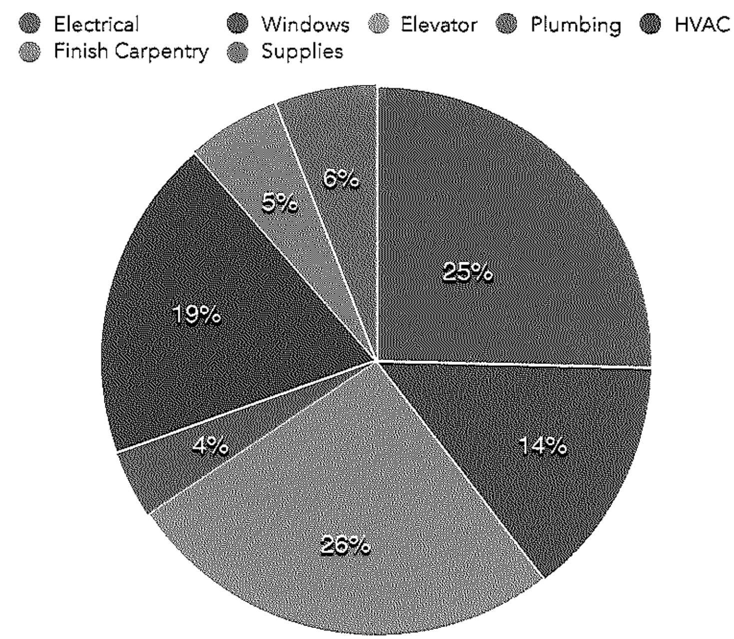
[redacted]
MARK MAYNARD

[redacted]
JESSE KRANYAK

[redacted]
DANIEL KLENOTIC

| Date | Check # | Pay to the Order Of | For | Amount |
|---|---|---|---|---|
| **7/29/2016** | 1025 | Click on Conservation | Windows | $14,350.00 |
| **9/16/2016** | 1036 | Roger Wallace | Electrical | $11,150.00 |
| **9/28/2016** | 1041 | Roger Wallace | Electrical | $3000.00 |
| **10/13/2016** | 1043 | Adaptive Environments | Elevator | $11720.00 |
| **10/21/2016** | 1044 | P & S Plumbing | Plumbing | $4000.00 |
| **11/18/2016** | 1048 | Custom Climate | HVAC | $5303.00 |
| **12/16/2016** | 1057 | Blake Woodroofe | Finish Carpentry | $2285.85 |
| **1/10/2017** | 1062 | Foundation Building Supply | Drywall supplies | $6020.57 |
| **2/2/2017** | 1078 | Premier Interiors LLC | Drywall | $5900.00 |
| **2/2/2017** | 1080 | Custom Climate | HVAC | $4325.06 |
| **2/6/2017** | 1084 | Roger Wallace | Electrical | $3000.00 |
| **2/28/2017** | 1095 | Roger Wallace | Electrical | $3525.00 |
| **3/2/2017** | 1097 | Blake Woodroofe | Finish Carpentry | $3266.52 |
| **3/23/2017** | 1108 | Custom Climate | HVAC | $9628.00 |
| **3/24/2017** | 1107 | Roger Wallace | Electrical | $5000.00 |
| **4/7/2017** | 1123 | Adaptive Environments | Elevator | $14650.00 |
| | | | **Total** | **$107124.00** |

Paperwork was submitted with this table that contain pictures of these cancelled checks. These checks correspond with the information of debits from our ledger from the Bank of Ann Arbor (also submitted).




Important Note: The data on this pie chart only reflects information from this table. It does **not** accurately depict our actual expenditures by category for 209 Pearl Street. The purpose of this graph is simply to help demonstrate that our project has qualified for a redevelopment license. Checks were chosen for this presentation based on amount (x >$2000) and type-of-work completed for your convenience. We have greatly exceeded the $75,000 benchmark within the last five years for the rehabilitation and restoration of 209 Pearl through a variety of categories that all qualify as hard construction costs.

LLC - SMALL BUSINESS 300022399 BANK OF ANN ARBOR 3/21/2018 2:14:00 PM
Printed by: JEFF MCKELVEY Reporting Institution: 52

## *Demand Deposit 300022399 - YPSILANTI PROPERTY ALLIANCE LL*

| | Relationship | Date of Birth | Phone Number | Tax Identification |
|---|---|---|---|---|
| YPSILANTI PROPERTY ALLIANCE LL | Owner | | ********** | EIN **-******* |
| DBA LANDLINE CREATIVE LABS | Owner | | ********** | |
| JESSE W KRANYAK | Signer | *** **, **** | ********** | SSN ***-**-**** |

C/O MARK MAYNARD
307 N WASHINGTON ST
YPSILANTI MI 48197

Additional Relationships
Tax Name: YPSILANTI PROPERTY ALLIANCE LL

### *All Transactions*

| Date | | Debits | Credits |
|---|---|---|---|
| Apr 01, 2016 | [redacted] | | $1,000.00 |
| Apr 06, 2016 | | $215.17 | |
| Apr 07, 2016 | | | $350.00 |
| Apr 14, 2016 | | | $450.00 |
| Apr 14, 2016 | | | $600.00 |
| Apr 20, 2016 | | $2,075.00 | |
| Apr 27, 2016 | | | $400.00 |
| May 03, 2016 | | $274.58 | |
| May 04, 2016 | | $5.00 | |
| May 05, 2016 | | | $200.00 |
| May 05, 2016 | | $327.22 | |
| May 06, 2016 | | | $1,000.00 |
| May 09, 2016 | | | $350.00 |
| May 17, 2016 | | $350.00 | |
| May 17, 2016 | | $565.00 | |
| May 23, 2016 | | $17.48 | |
| May 31, 2016 | | $10.00 | |
| Jun 02, 2016 | | | $1,000.00 |
| Jun 03, 2016 | | | $350.00 |
| Jun 07, 2016 | | $274.58 | |
| Jun 07, 2016 | | $327.22 | |
| Jun 09, 2016 | [redacted] | $13.95 | |
| Jun 10, 2016 | | | $5,710.74 |
| Jun 15, 2016 | | $130.00 | |
| Jun 17, 2016 | | $66.00 | |
| Jun 17, 2016 | | $4,665.00 | |
| Jun 20, 2016 | | $410.00 | |
| Jun 21, 2016 | | $90.00 | |
| Jun 24, 2016 | | $66.00 | |
| Jun 30, 2016 | | $274.58 | |

LLC - SMALL BUSINESS 300022399 BANK OF ANN ARBOR 3/21/2018 2:14:00 PM
Printed by: JEFF MCKELVEY Reporting Institution: 52

| Date | Description | Debits | Credits |
|---|---|---|---|
| Jun 30, 2016 | [redacted] | $10.00 | |
| Jul 01, 2016 | | | $100.00 |
| Jul 01, 2016 | | $331.73 | |
| Jul 06, 2016 | | | $22,016.46 |
| Jul 08, 2016 | | $1,000.00 | |
| Jul 08, 2016 | | $5,998.00 | |
| Jul 11, 2016 | | $3,484.80 | |
| Jul 12, 2016 | | | $1,350.00 |
| Jul 18, 2016 | | $3,000.00 | |
| Jul 20, 2016 | | $6,000.00 | |
| Jul 21, 2016 | | $4,000.00 | |
| Jul 26, 2016 | | | $28,645.53 |
| Jul 28, 2016 | | $5,150.00 | |
| Jul 29, 2016 | | $14,350.00 | |
| Jul 29, 2016 | | $10.00 | |
| Aug 01, 2016 | | $423.20 | |
| Aug 03, 2016 | | $274.58 | |
| Aug 05, 2016 | | $2,016.53 | |
| Aug 09, 2016 | | $50.92 | |
| Aug 09, 2016 | | $80.00 | |
| Aug 10, 2016 | | $4,125.00 | |
| Aug 12, 2016 | | $2,930.00 | |
| Aug 15, 2016 | | | $1,350.00 |
| Aug 25, 2016 | | $280.00 | |
| Aug 31, 2016 | | $10.00 | |
| Sep 01, 2016 | | $55.00 | |
| Sep 01, 2016 | L | $576.69 | |
| Sep 06, 2016 | | | $850.00 |
| Sep 06, 2016 | | $46.00 | |
| Sep 06, 2016 | | $44.00 | |
| Sep 07, 2016 | | | $44,212.00 |
| Sep 07, 2016 | | $274.58 | |
| Sep 09, 2016 | | $4,000.00 | |
| Sep 09, 2016 | | $11,150.00 | |
| Sep 14, 2016 | | | $500.00 |
| Sep 15, 2016 | | $6,087.36 | |
| Sep 16, 2016 | | $4,325.00 | |
| Sep 16, 2016 | | $10,000.00 | |
| Sep 28, 2016 | | $3,000.00 | |
| Sep 30, 2016 | | $10.00 | |
| Oct 03, 2016 | L | $673.98 | |
| Oct 06, 2016 | | | $1,350.00 |
| Oct 11, 2016 | | | $950.00 |
| Oct 11, 2016 | | | $2,997.00 |

LLC - SMALL BUSINESS 300022399 BANK OF ANN ARBOR 3/21/2018 2:14:00 PM
Printed by: JEFF MCKELVEY Reporting Institution: 52

| Date | Description | Debits | Credits |
|---|---|---|---|
| Oct 12, 2016 | [redacted] | | $300.00 |
| Oct 13, 2016 | [redacted] | $11,720.00 | |
| Oct 14, 2016 | [redacted] | $280.37 | |
| Oct 19, 2016 | [redacted] | | $41,133.98 |
| Oct 21, 2016 | [redacted] | $4,000.00 | |
| Oct 24, 2016 | [redacted] | $1,500.00 | |
| Oct 26, 2016 | [redacted] | $2,000.00 | |
| Oct 26, 2016 | [redacted] | $1,500.00 | |
| Oct 28, 2016 | [redacted] | $500.00 | |
| Oct 31, 2016 | [redacted] | $274.54 | |
| Oct 31, 2016 | [redacted] | $10.00 | |
| Nov 01, 2016 | [redacted] | $738.64 | |
| Nov 03, 2016 | [redacted] | $85.65 | |
| Nov 09, 2016 | [redacted] | $1,800.00 | |
| Nov 16, 2016 | [redacted] | $150.00 | |
| Nov 17, 2016 | [redacted] | | $1,350.00 |
| Nov 18, 2016 | [redacted] | $5,303.00 | |
| Nov 21, 2016 | [redacted] | $230.00 | |
| Nov 22, 2016 | [redacted] | $274.58 | |
| Nov 25, 2016 | [redacted] | $470.00 | |
| Nov 29, 2016 | [redacted] | $360.00 | |
| Dec 01, 2016 | [redacted] | $942.75 | |
| Dec 05, 2016 | [redacted] | $77.52 | |
| Dec 05, 2016 | [redacted] | $25.00 | |
| Dec 06, 2016 | [redacted] | $347.05 | |
| Dec 07, 2016 | [redacted] | | $1,350.00 |
| Dec 16, 2016 | [redacted] | $122.22 | |
| Dec 16, 2016 | [redacted] | $2,285.85 | |
| Dec 21, 2016 | [redacted] | $120.00 | |
| Dec 21, 2016 | [redacted] | $1,600.00 | |
| Dec 28, 2016 | [redacted] | $140.00 | |
| Dec 30, 2016 | [redacted] | $100.00 | |
| Jan 04, 2017 | [redacted] | $877.63 | |
| Jan 05, 2017 | [redacted] | $84.63 | |
| Jan 05, 2017 | [redacted] | $137.77 | |
| Jan 06, 2017 | [redacted] | | $1,350.00 |
| Jan 09, 2017 | [redacted] | $302.99 | |
| Jan 09, 2017 | [redacted] | $1,111.47 | |
| Jan 10, 2017 | [redacted] | $105.92 | |
| Jan 10, 2017 | [redacted] | $1,378.00 | |
| Jan 10, 2017 | [redacted] | $3,979.43 | |
| Jan 10, 2017 | [redacted] | $6,020.57 | |

LLC - SMALL BUSINESS 300022399 BANK OF ANN ARBOR 3/21/2018 2:14:00 PM
Printed by: JEFF MCKELVEY Reporting Institution: 52

| Date | Description | Debits | Credits |
|---|---|---|---|
| Jan 13, 2017 | [redacted] | $1,000.00 | |
| Jan 13, 2017 | [redacted] | $1,000.00 | |
| Jan 17, 2017 | [redacted] | $411.00 | |
| Jan 17, 2017 | [redacted] | $1,059.58 | |
| Jan 19, 2017 | [redacted] | $461.12 | |
| Jan 19, 2017 | [redacted] | $1,111.50 | |
| Jan 23, 2017 | [redacted] | $600.00 | |
| Jan 25, 2017 | [redacted] | $69.00 | |
| Jan 30, 2017 | [redacted] 70 | | $58,281.29 |
| Jan 31, 2017 | [redacted] | $490.00 | |
| Jan 31, 2017 | [redacted] | $10.00 | |
| Feb 01, 2017 | [redacted] | $853.88 | |
| Feb 01, 2017 | [redacted] | $2,876.50 | |
| Feb 01, 2017 | [redacted] RCIAL 70 | $936.14 | |
| Feb 02, 2017 | [redacted] | $95.00 | |
| Feb 02, 2017 | [redacted] | $1,970.47 | |
| Feb 02, 2017 | [redacted] | $4,325.06 | |
| Feb 02, 2017 | [redacted] | $5,900.00 | |
| Feb 03, 2017 | [redacted] | $90.00 | |
| Feb 06, 2017 | [redacted] | $90.00 | |
| Feb 06, 2017 | [redacted] | $3,000.00 | |
| Feb 07, 2017 | [redacted] | $72.00 | |
| Feb 07, 2017 | [redacted] | $200.00 | |
| Feb 08, 2017 | [redacted] | | $1,260.00 |
| Feb 08, 2017 | [redacted] 92 | $122.79 | |
| Feb 08, 2017 | [redacted] 94 | $351.26 | |
| Feb 08, 2017 | [redacted] 93 | $656.20 | |
| Feb 09, 2017 | [redacted] AWAL | $90.00 | |
| Feb 09, 2017 | [redacted] UTILITY | $29.66 | |
| Feb 09, 2017 | [redacted] PYMT | $100.00 | |
| Feb 09, 2017 | [redacted] | $1,125.00 | |
| Feb 10, 2017 | [redacted] Pmt | $72.00 | |
| Feb 10, 2017 | [redacted] E PMT | $1,281.39 | |
| Feb 13, 2017 | [redacted] PYMT | $98.00 | |
| Feb 14, 2017 | [redacted] | $537.38 | |
| Feb 15, 2017 | [redacted] | $96.00 | |
| Feb 17, 2017 | [redacted] | $10,000.00 | |
| Feb 22, 2017 | [redacted] | $1,000.00 | |
| Feb 24, 2017 | [redacted] | | $2,500.00 |
| Feb 24, 2017 | [redacted] | $1,250.00 | |
| Feb 27, 2017 | [redacted] | $1,297.43 | |
| Feb 28, 2017 | [redacted] | | $26,132.00 |
| Feb 28, 2017 | [redacted] | $240.00 | |

LLC - SMALL BUSINESS 300022399 BANK OF ANN ARBOR 3/21/2018 2:14:00 PM
Printed by: JEFF MCKELVEY Reporting Institution: 52

| Date | Description | Debits | Credits |
|---|---|---|---|
| Feb 28, 2017 | [redacted] | $3,525.00 | |
| Mar 01, 2017 | [redacted] | $510.00 | |
| Mar 01, 2017 | [redacted] | $1,042.12 | |
| Mar 02, 2017 | [redacted] | $3,500.00 | |
| Mar 02, 2017 | [redacted] | $3,266.52 | |
| Mar 06, 2017 | [redacted] | $65.65 | |
| Mar 06, 2017 | [redacted] | $98.00 | |
| Mar 06, 2017 | [redacted] | $152.14 | |
| Mar 06, 2017 | [redacted] | $1,000.00 | |
| Mar 07, 2017 | [redacted] | $60.68 | |
| Mar 07, 2017 | [redacted] | $64.12 | |
| Mar 07, 2017 | [redacted] | $66.00 | |
| Mar 07, 2017 | [redacted] | $390.63 | |
| Mar 07, 2017 | [redacted] | $407.90 | |
| Mar 07, 2017 | [redacted] | $1,665.00 | |
| Mar 16, 2017 | [redacted] | | $13,066.00 |
| Mar 17, 2017 | [redacted] | $470.00 | |
| Mar 21, 2017 | [redacted] | $225.00 | |
| Mar 21, 2017 | [redacted] | $500.00 | |
| Mar 22, 2017 | [redacted] | | $1,000.00 |
| Mar 22, 2017 | [redacted] | $150.00 | |
| Mar 22, 2017 | [redacted] | $726.00 | |
| Mar 23, 2017 | [redacted] | $1,400.00 | |
| Mar 23, 2017 | [redacted] | $9,628.00 | |
| Mar 24, 2017 | [redacted] | $5,000.00 | |
| Mar 27, 2017 | [redacted] | $225.00 | |
| Mar 27, 2017 | [redacted] | $226.78 | |
| Mar 27, 2017 | [redacted] | $1,292.88 | |
| Mar 28, 2017 | [redacted] | $380.00 | |
| Mar 29, 2017 | [redacted] | $345.00 | |
| Mar 29, 2017 | [redacted] | $1,500.00 | |
| Mar 31, 2017 | [redacted] | $100.00 | |
| Mar 31, 2017 | [redacted] | $3,499.64 | |
| Mar 31, 2017 | [redacted] | $1,135.54 | |
| Apr 03, 2017 | [redacted] | | $2,284.00 |
| Apr 03, 2017 | [redacted] | $115.00 | |
| Apr 04, 2017 | [redacted] | | $1,000.00 |
| Apr 04, 2017 | [redacted] | $55.00 | |
| Apr 04, 2017 | [redacted] | $247.50 | |
| Apr 04, 2017 | [redacted] | $350.00 | |
| Apr 04, 2017 | [redacted] | $685.00 | |

LLC - SMALL BUSINESS 300022399 BANK OF ANN ARBOR 3/21/2018 2:14:00 PM
Printed by: JEFF MCKELVEY Reporting Institution: 52

| Date | Description | Debits | Credits |
|---|---|---|---|
| Apr 05, 2017 | [redacted] | $92.54 | |
| Apr 05, 2017 | | $100.00 | |
| Apr 05, 2017 | | $100.00 | |
| Apr 05, 2017 | | $100.00 | |
| Apr 05, 2017 | | $113.46 | |
| Apr 05, 2017 | | $226.35 | |
| Apr 05, 2017 | | $479.69 | |
| Apr 05, 2017 | | $2,000.00 | |
| Apr 06, 2017 | | $411.00 | |
| Apr 06, 2017 | | $1,500.00 | |
| Apr 07, 2017 | | $2,000.00 | |
| Apr 07, 2017 | | $14,650.00 | |
| Apr 11, 2017 | | $224.74 | |
| Apr 12, 2017 | | | $300.00 |
| Apr 17, 2017 | | | $22,270.00 |
| Apr 19, 2017 | | $210.00 | |
| Apr 19, 2017 | | $782.00 | |
| Apr 21, 2017 | | $2,400.00 | |
| Apr 24, 2017 | | | $570.00 |
| Apr 25, 2017 | | | $130.00 |
| Apr 25, 2017 | | $1,205.55 | |
| Apr 28, 2017 | | $10.00 | |
| May 01, 2017 | | $75.00 | |
| May 01, 2017 | | $1,501.42 | |
| May 03, 2017 | | | $984.75 |
| May 03, 2017 | | $100.00 | |
| May 03, 2017 | | $150.00 | |
| May 03, 2017 | | $300.00 | |
| May 04, 2017 | | $65.45 | |
| May 04, 2017 | | $72.34 | |
| May 04, 2017 | | $79.38 | |
| May 04, 2017 | | $218.50 | |
| May 04, 2017 | | $221.53 | |
| May 04, 2017 | | $500.00 | |
| May 08, 2017 | | | $1,425.00 |
| May 08, 2017 | | $550.00 | |
| May 10, 2017 | | | $180.21 |
| May 10, 2017 | | $285.00 | |

LLC - SMALL BUSINESS 300022399 BANK OF ANN ARBOR 3/21/2018 2:14:00 PM
Printed by: JEFF MCKELVEY Reporting Institution: 52

| Date | Description | Debits | Credits |
|---|---|---|---|
| May 10, 2017 | [redacted] | $1,465.00 | |
| May 11, 2017 | [redacted] | $152.14 | |
| May 15, 2017 | [redacted] | $4,088.41 | |
| May 16, 2017 | [redacted] | $1,718.46 | |
| May 23, 2017 | [redacted] | $3,157.00 | |
| May 25, 2017 | [redacted] | | $129.05 |
| May 26, 2017 | [redacted] | $725.00 | |
| Jun 01, 2017 | [redacted] | $30.00 | |
| Jun 01, 2017 | [redacted] | $1,280.00 | |
| Jun 06, 2017 | [redacted] | | $1,492.00 |
| Jun 06, 2017 | [redacted] | $673.50 | |
| Jun 08, 2017 | [redacted] | | $1,741.45 |

***Page Navigation***

**1** 2

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1186

DATE 3/19/2018 74-1373/724

PAY TO THE ORDER OF City of Ypsilanti $ 40.00/xx

Forty 00/xx DOLLARS

Ypsilanti Banking Office
Bank of Ann Arbor
Ypsilanti, Michigan 48197

FOR 2 door appeal / 209 Pearl

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1182

DATE 2/18/17 74-1373/724

PAY TO THE ORDER OF Leslie Wolf $ 120.00

One hundred twenty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 3/19/2018

DDA Debits - 2/20/2018

[redacted]

DDA Debits - 3/19/2018

DDA Debits - 2/20/2018

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1184

DATE 3/1/18 74-1373/724

PAY TO THE ORDER OF MSM Landscaping $ 50.00

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1181

DATE 2/8/18 74-1373/724

PAY TO THE ORDER OF MSM Landscaping $ 200.00

[redacted]

DDA Debits - 3/16/2018

DDA Debits - 2/15/2018

[redacted]

DDA Debits - 3/16/2018

DDA Debits - 2/15/2018

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1183

DATE 3/6/18 74-1373/724

PAY TO THE ORDER OF David Gustafson $ 200.00

Two hundred dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/1/18 74-1373/724

PAY TO THE ORDER OF Leslie Wolf $ 120.00

One hundred twenty dollars and 00/100 DOLLARS

[redacted]

Ypsilanti Banking Office
Bank of Ann Arbor
Ypsilanti, Michigan 48197

FOR Cl...

[redacted]

DDA Debits - 3/13/2018

DDA Debits - 2/13/2018

[redacted]

DDA Debits - 3/13/2018

DDA Debits - 2/13/2018

1176

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE Jan 24, 2018 74-1373/724

PAY TO THE ORDER OF Trinity Capital $ 2,500.00/xx

Two thousand, five hundred. 00/xx DOLLARS

Ypsilanti Banking Office

1178

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/30/18 74-1373/724

PAY TO THE ORDER OF Jesse Kamyk $ 187 31/100

One hundred Eighty seven dollars and 31/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 2/6/2018

DDA Debits - 1/31/2018

1177

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/29/18 74-1373/724

PAY TO THE ORDER OF HANDYMAN CONNECTION $ 125 00/100

ONE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

Ypsilanti Banking Office

1175

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/17/17 74-1373/724

PAY TO THE ORDER OF Ypsilanti Downtown Development Assoc. $ 200 00/100

two hundred dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 2/1/2018

DDA Debits - 1/29/2018

1179

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/31/18 74-1373/724

PAY TO THE ORDER OF Malik IBRAHIM $ 350 00/100

three hundred fifty dollars and 00/100 DOLLARS

1174

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/17/17 74-1373/724

PAY TO THE ORDER OF MJM Lawn Service $ 75 00/100

Seventy five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 2/1/2018

DDA Debits - 1/23/2018

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1173

DATE 1/1/17 74-1373/724

PAY TO THE ORDER OF Leslie Luft $ 120.00

One hundred twenty dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 1/16/2018

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1171

DATE 12/29/17 74-1373/724

PAY TO THE ORDER OF MTK Landscaping $ 100.00

One hundred dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 1/2/2018

[redacted]

DDA Debits - 1/16/2018

DDA Debits - 1/2/2018

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1172

DATE 12/29/17 74-1373/724

PAY TO THE ORDER OF City of Ypsilanti $ 2500.00

two thousand five hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 1/5/2018

CHECKING WITHDRAWAL

bank of ann arbor
Ann Arbor, MI 48104

DATE 12/28/17

NOT NEGOTIABLE

NAME Yps. Property Alliance

WRITTEN AMOUNT fifty DOLLARS

DEDUCT ABOVE SUM FROM MY ACCOUNT

SIGN HERE

ADDRESS

ACCOUNT NUMBER TRAN CODE AMOUNT

[redacted]

DDA Debits - 12/28/2017

[redacted]

DDA Debits - 1/5/2018

DDA Debits - 12/28/2017

CHECKING WITHDRAWAL

bank of ann arbor
Ann Arbor, MI 48104

DATE January 4, 2017

NAME Ypsilanti Property Alliance

NOT NEGOTIABLE

WRITTEN AMOUNT Fifty dollars DOLLARS

[redacted]

DDA Debits - 1/3/2018

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1170

12/15/17 74-1373/724

[redacted]

DDA Debits - 12/26/2017

[redacted]

DDA Debits - 1/3/2018

DDA Debits - 12/26/2017

CHECKING WITHDRAWAL [redacted]

DATE 12.21.17

NAME [redacted]

NOT NEGOTIABLE

WRITTEN AMOUNT One hundred and 00/100 DOLLARS

DEDUCT ABOVE SUM FROM MY ACCOUNT

SIGN HERE Ypsilanti Property Alliance LLC / Mark Maynard

ADDRESS MIDL M563585040111 exp 2.11.20

[redacted]

1167

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 10/4/17 74-1373/724

PAY TO THE ORDER OF Blake Wolf $1056 00/100

[redacted]

DDA Debits - 12/21/2017

DDA Debits - 11/16/2017

[redacted]

DDA Debits - 12/21/2017

DDA Debits - 11/16/2017

1168

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 12/8/17 74-1373/724

PAY TO THE ORDER OF Leslie Wolf $ 120 00/100

One hundred twenty dollars and no/100 DOLLARS

[redacted]

1166

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 10/20/17 74-1373/724

PAY TO THE ORDER OF Leslie Wolf $ 120 00/100

one hundred twenty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 12/12/2017

DDA Debits - 10/31/2017

[redacted]

1169

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 12/1/17 74-1373/724

PAY TO THE ORDER OF [illegible] $ 600 00/100

Six hundred dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

1165

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 10/1/17 74-1373/724

PAY TO THE ORDER OF Leslie Wolf $ 120 00/100

One hundred twenty dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 12/12/2017

DDA Debits - 10/4/2017

[redacted]

DDA Debits - 12/12/2017

DDA Debits - 10/4/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1164

DATE 9/24/17 74-1373/724

PAY TO THE ORDER OF Cody Escandon $ 120 00/100

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1162

DATE 8/28/17 74-1373/724

PAY TO THE ORDER OF Custom Crane $ 2842 00/100

[redacted]

DDA Debits - 9/25/2017

DDA Debits - 8/30/2017

[redacted]

DDA Debits - 9/25/2017

DDA Debits - 8/30/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1161

DATE 8/25/17 74-1373/724

PAY TO THE ORDER OF Matt Hannigan $ 785 00/100

DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1159

DATE 8/16/17 74-1373/724

PAY TO THE ORDER OF Custom Crane Control $ 1500 00/100

One thousand five hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 9/12/2017

DDA Debits - 8/24/2017

[redacted]

DDA Debits - 9/12/2017

DDA Debits - 8/24/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1160

DATE August 23, 2017 74-1373/724

PAY TO THE ORDER OF Gary Bruder $ 750.00/100

DOLLARS

Ypsilanti Banking Office

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1158

DATE 8/16/17 74-1373/724

PAY TO THE ORDER OF Cody Escandon $ 90 00/100

Ninety dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 9/1/2017

DDA Debits - 8/21/2017

[redacted]

DDA Debits - 9/1/2017

DDA Debits - 8/21/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1156

DATE 8/8/17 74-1373/724

PAY TO THE ORDER OF DDA $ 200.00

two hundred dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1155

DATE 7/27/17 74-1373/724

PAY TO THE ORDER OF JESSE KRAMAK $ 7500.00

Seven thousand five hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 8/9/2017

DDA Debits - 7/27/2017

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1153

Acct: 910039539093, etc.

DATE 7/31/17 74-1373/724

PAY TO THE ORDER OF DTE $ 606.61

Six hundred six dollars and 61/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1151

DATE July 17, 2017 74-1373/724

PAY TO THE ORDER OF D-Yoster Window $ 673.50/xx

Six hundred & seventy-three. 50/xx DOLLARS

[redacted]

DDA Debits - 8/1/2017

DDA Debits - 7/21/2017

[redacted]

DDA Debits - 8/1/2017

DDA Debits - 7/21/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1154

DATE 7/28/17 74-1373/724

PAY TO THE ORDER OF MARK MAYNARD $ 7500.00

Seven thousand five hundred dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1150

DATE July 7, 2017 74-1373/724

PAY TO THE ORDER OF Gary Brady $ 875.00/xx

Eight hundred & seventy-five. 00/xx DOLLARS

[redacted]

DDA Debits - 7/27/2017

DDA Debits - 7/7/2017

[redacted]

DDA Debits - 7/27/2017

DDA Debits - 7/7/2017

1144
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 6/13/17 74-1373/724
PAY TO THE ORDER OF Mike OBrien $ 50 00/00
[illegible] DOLLARS

[redacted]

DDA Debits - 7/6/2017

1148
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 6/20/17 74-1373/724
PAY TO THE ORDER OF InstaPrin $ 204 74/00
two hundred forty four dollars and 74/100 DOLLARS

[redacted]

DDA Debits - 6/28/2017

[redacted]

DDA Debits - 7/6/2017

DDA Debits - 6/28/2017

1149
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 5/29/17 74-1373/724
PAY TO THE ORDER OF Doug Coombe $ 100.00/xx
One hundred & 00/100 DOLLARS
Ypsilanti Banking Office

1147
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 6/23/17 74-1373/724
PAY TO THE ORDER OF Root Punch Juice $1400
One Thousand four hundred dollars and 00/100 DOLLARS
Ypsilanti Banking Office

[redacted]

DDA Debits - 7/3/2017

DDA Debits - 6/28/2017

[redacted]

DDA Debits - 7/3/2017

DDA Debits - 6/28/2017

1145
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE June 15, 2017 74-1373/724
PAY TO THE ORDER OF Jean Henry $ 30 00/xx
Thirty 00/xx

DDA DEBIT
bank of ann arbor
Ann Arbor, MI 48104
6/23/2017
DATE
Ypsilanti Property Alliance
CUST. NAME
PREPARED BY
APPROVED BY
TRAN CODE DESCRIPTION
(037) MISC DEBIT
(041) CUSTOMER REQUESTED TRANSFER
(043) EGPCE PAY
(044) LOAN PAYMENT
(045) ENDORSEMENT STAMP FEE

[redacted]

DDA Debits - 6/29/2017

DDA Debits - 6/23/2017

[redacted]

DDA Debits - 6/29/2017

DDA Debits - 6/23/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1146

DATE June 20, 2017 74-1373/724

PAY TO THE ORDER OF Synecdoche $ 1500.00/xx

One thousand five hundred 00/xx DOLLARS

[redacted]

DDA Debits - 6/23/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1141

DATE 6/10/17 74-1373/724

PAY TO THE ORDER OF [illegible] $ 50.00/00

Fifty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 6/13/2017

[redacted]

DDA Debits - 6/23/2017

DDA Debits - 6/13/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1142

DATE [illegible]/17 74-1373/724

PAY TO THE ORDER OF [illegible] $ [illegible]

Seventy five [illegible] 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1140

DATE 6/8/17 74-1373/724

PAY TO THE ORDER OF Insta Print $ 204.74

two hundred [illegible] dollars and 74/100 DOLLARS

[redacted]

DDA Debits - 6/20/2017

DDA Debits - 6/13/2017

[redacted]

DDA Debits - 6/20/2017

DDA Debits - 6/13/2017

001143

Ch[redacted]

06/15/17
06156003837

Pay to the order of: SAMS CLUB STORES $266.83

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1138

DATE 5/30/2017 74-1373/724

PAY TO THE ORDER OF DeYonker Door & Window $ 673.50/xx

Six hundred & seventy three 50/xx DOLLARS

[redacted]

DDA Debits - 6/16/2017

DDA Debits - 6/6/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1139

DATE 5/31/17 74-1373/724

PAY TO THE ORDER OF Jeffrey Dorn $ 1250 00/100

One thousand two hundred fifty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 6/1/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1135

DATE 5/13/2017 74-1373/724

PAY TO THE ORDER OF 4D Home Improvement $ 3,157.00/xx

Three thousand one hundred & fifty-seven DOLLARS

[redacted]

DDA Debits - 5/23/2017

[redacted]

DDA Debits - 6/1/2017

DDA Debits - 5/23/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1136

DATE May 5, 2017 74-1373/724

PAY TO THE ORDER OF Jean Henry $ 30.00/xx

Thirty 00/xx DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1133

DATE 5/6/17 74-1373/724

PAY TO THE ORDER OF Blake Woodruffe $ 1465 00/100

One thousand four hundred sixty five dollars & 00/100 DOLLARS

[redacted]

DDA Debits - 6/1/2017

DDA Debits - 5/10/2017

[redacted]

DDA Debits - 6/1/2017

DDA Debits - 5/10/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1137

DATE 5/24/17 74-1373/724

PAY TO THE ORDER OF Marks Heat & Cooling $ 725 00/100

Seven hundred twenty five dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1134

DATE 5/8/17 74-1373/724

PAY TO THE ORDER OF Matt Hennessy $ 285 00/100

Two hundred eighty five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 5/26/2017

DDA Debits - 5/10/2017

[redacted]

DDA Debits - 5/26/2017

DDA Debits - 5/10/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1132

DATE 5/5/17 74-1373/724

PAY TO THE ORDER OF Ryan Wallace $ 550 00/100

Five hundred fifty dollars & ...

[redacted]

DDA Debits - 5/8/2017

[redacted]

DDA Debits - 5/8/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1131

DATE 4/27/2017 74-1373/724

PAY TO THE ORDER OF David Gustafson $ 1,501.42/xx

One thousand five hundred & one, 42/xx DOLLARS

[redacted]

DDA Debits - 5/1/2017

[redacted]

DDA Debits - 5/1/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1129

DATE 4/23/2017 74-1373/724

PAY TO THE ORDER OF Doug Coombe $ 75.00/xx

Seventy-five, 00/xx

[redacted]

DDA Debits - 5/1/2017

[redacted]

DDA Debits - 5/1/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1130

DATE 4/25/2017 74-1373/724

PAY TO THE ORDER OF Bank of Ann Arbor $ 1,205.55/xx

One thousand two hundred five 55/...

[redacted]

DDA Debits - 4/25/2017

[redacted]

DDA Debits - 4/25/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1126

DATE 4/15/17 74-1373/724

PAY TO THE ORDER OF P&S Plumbing $ 2400 00/100

two thousand and four hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 4/21/2017

[redacted]

DDA Debits - 4/21/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1127

DATE 4/18/17 74-1373/724

PAY TO THE ORDER OF Adam Lacca $ 782 00/100

Seven hundred eighty two dollars & 00...

[redacted]

DDA Debits - 4/19/2017

[redacted]

DDA Debits - 4/19/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1125

DATE 4/4/17 74-1373/724

PAY TO THE ORDER OF Mikil Ryan $ 210 00/100

two hundred ten dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 4/19/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1123

DATE 4/6/17 74-1373/724

PAY TO THE ORDER OF Adaptive Carpenters $ 14,650 00/100

Fourteen Thousand Six hundred Fifty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 4/7/2017

[redacted]

DDA Debits - 4/19/2017

DDA Debits - 4/7/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1121

DATE 4/5/17 74-1373/724

PAY TO THE ORDER OF Insta Prem $ 224 74/100

two hundred twenty four dollars and 74/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

N.V. 734-4854400

1109

DATE 4/4/17 74-1373/724

PAY TO THE ORDER OF H&T Carrier $ 1,500 00/100

One thousand Five hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 4/11/2017

DDA Debits - 4/6/2017

[redacted]

DDA Debits - 4/11/2017

DDA Debits - 4/6/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1124

DATE 4/4/17 74-1373/724

PAY TO THE ORDER OF PNS Plumbing $ 2000 00/100

two thousand Dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1117

DATE 3/3/17 74-1373/724

PAY TO THE ORDER OF Blake Woodruffe $ 2,000 00/100

two thousand dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 4/7/2017

DDA Debits - 4/5/2017

[redacted]

DDA Debits - 4/7/2017

DDA Debits - 4/5/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1118

DATE 3/31/17 74-1373/724

PAY TO THE ORDER OF Mikil Ryan $ 685 00/100

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1120

DATE April 4, 2017 74-1373/724

PAY TO THE ORDER OF City of Ypsilanti $ 55.00/xx

[redacted]

DDA Debits - 4/4/2017

DDA Debits - 4/4/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1119

DATE 4/2/17 74-1373/724

PAY TO THE ORDER OF Center Climate $ 350 00/100

Three hundred fifty dollars and 00/100 DOLLARS

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1114

DATE 3/27/17 74-1373/724

PAY TO THE ORDER OF Ann Arbor Bank $ 115 00/100

One hundred fifteen dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 4/4/2017

DDA Debits - 4/3/2017

[redacted]

DDA Debits - 4/4/2017

DDA Debits - 4/3/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1122

DATE 4/5/17 74-1373/724

PAY TO THE ORDER OF Hector Aguilar $ 247 00/100

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1100

DATE 3/14/2017 74-1373/724

PAY TO THE ORDER OF Cash $ 100.00

One hundred 00/xx

[redacted]

DDA Debits - 4/4/2017

DDA Debits - 3/31/2017

[redacted]

DDA Debits - 4/4/2017

DDA Debits - 3/31/2017

1116

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 3/30/17 74-1373/724

PAY TO THE ORDER OF Flying Locksmith $ 3499 64/100

Three thousand four hundred ninety nine dollars and 64/100 DOLLARS

[redacted]

DDA Debits - 3/31/2017

[redacted]

DDA Debits - 3/31/2017

1115

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 3/23/17 74-1373/724

PAY TO THE ORDER OF Hector Alvarez $ 345 00/100

[redacted]

DDA Debits - 3/29/2017

[redacted]

DDA Debits - 3/29/2017

1113

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 3/27/17 74-1373/724

PAY TO THE ORDER OF Salt City $ 1500 00/100

One thousand five hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 3/29/2017

[redacted]

DDA Debits - 3/29/2017

1099

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 3/12/17 74-1373/724

PAY TO THE ORDER OF Jeffry Dodd $ 380 00/100

three hundred eighty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 3/28/2017

[redacted]

DDA Debits - 3/28/2017

1112

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 3/22/17 74-1373/724

PAY TO THE ORDER OF ADAM LACCA $ 1292 88/100

[redacted]

DDA Debits - 3/27/2017

[redacted]

DDA Debits - 3/27/2017

1111

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 3/23/17 74-1373/724

PAY TO THE ORDER OF Hector Alvarez $ 225 00/100

two hundred twenty-five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 3/27/2017

[redacted]

DDA Debits - 3/27/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

261516

1104

DATE 3/16/17 74-1373/724

PAY TO THE ORDER OF Washtenaw County Treasurer $ 226 78/100

two hundred twenty six dollars and 78/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1105

DATE 3/17/17 74-1373/724

PAY TO THE ORDER OF 4 D Home Improvements LLC $ 1400 00/100

one thousand four hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 3/27/2017

DDA Debits - 3/23/2017

[redacted]

DDA Debits - 3/27/2017

DDA Debits - 3/23/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1107

DATE 3/21/17 74-1373/724

PAY TO THE ORDER OF Roger Wallace $ 5000 00/100

five thousand dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1106

DATE March 20, 2017 74-1373/724

PAY TO THE ORDER OF Freeman Bunting $ 726 00/xx

Seven hundred & twenty six DOLLARS

[redacted]

DDA Debits - 3/24/2017

DDA Debits - 3/22/2017

[redacted]

DDA Debits - 3/24/2017

DDA Debits - 3/22/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1108

DATE 3/21/17 74-1373/724

PAY TO THE ORDER OF Custom Climate $ 9628 00/100

Nine thousand six hundred twenty eight dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1110

DATE 3/22/17 74-1373/724

PAY TO THE ORDER OF City of Ypsilanti $ 150.00/xx

One hundred & fifty. 00/xx DOLLARS

[redacted]

DDA Debits - 3/23/2017

DDA Debits - 3/22/2017

[redacted]

DDA Debits - 3/23/2017

DDA Debits - 3/22/2017

1103
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 3/17/17 74-1373/724
PAY TO THE ORDER OF Brad Hale $725.00

[redacted]

DDA Debits - 3/21/2017

1098
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 3/5/17 74-1373/724
PAY TO THE ORDER OF Tervol Woodworking $1665.00

[redacted]

DDA Debits - 3/7/2017

[redacted]

DDA Debits - 3/21/2017

DDA Debits - 3/7/2017

1101
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 3/15/2017 74-1373/724
PAY TO THE ORDER OF Bender PLC $500.00/xx

[redacted]

DDA Debits - 3/21/2017

CHECKING WITHDRAWAL Bank OF ANN ARBOR DATE 03/02/17
NAME Ypsilanti Property Alliance NOT NEGOTIABLE
WRITTEN AMOUNT three thousand five hundred 00/100 DOLLARS
SIGN HERE [redacted]
ADDRESS

[redacted]

DDA Debits - 3/2/2017

[redacted]

DDA Debits - 3/21/2017

DDA Debits - 3/2/2017

1102
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 3/15/17 74-1373/724
PAY TO THE ORDER OF Mikel Ryan $470.00/100
Four hundred seventy dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 3/17/2017

1097
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 2/28/17 74-1373/724
PAY TO THE ORDER OF Blake Woodruff $3266.52/100
Three thousand two hundred sixty six Dollars and 52/100 DOLLARS
Ypsilanti Banking Office

[redacted]

DDA Debits - 3/2/2017

[redacted]

DDA Debits - 3/17/2017

DDA Debits - 3/2/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1094

DATE 2/26/17 74-1373/724

PAY TO THE ORDER OF Mikel Reyna $ 510 00/100

Five hundred ten dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1093

SUBSCRIBER # [illegible] DL#/STATE K652 403 866 660
PHONE # APPROVAL CODE 5366

DATE 2/24/17 74-1373/724

PAY TO THE ORDER OF Gary Grudzinski $ 1297 47/100

One thousand two hundred ninety seven dollars and 47/100

[redacted]

DDA Debits - 3/1/2017

DDA Debits - 2/27/2017

[redacted]

DDA Debits - 3/1/2017

DDA Debits - 2/27/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1096

DATE 2/27/17 74-1373/724

PAY TO THE ORDER OF Jeffrey Dodo $ 240 00/100

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1088

DATE 2/12/17 74-1373/724

PAY TO THE ORDER OF Gary Grudzinski $ 1250 00/100

[redacted]

DDA Debits - 2/28/2017

DDA Debits - 2/24/2017

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1095

DATE 2/26/17 74-1373/724

PAY TO THE ORDER OF Wallace Construction $ 3525 00/100

three thousand five hundred twenty five dollars and 00/100 DOLLARS

Ypsilanti Banking Office

YPSILANTI PROPERTY ALLIANCE, LLC 248-719-6362
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1092

DATE 2/19/17 74-1373/724

PAY TO THE ORDER OF Home Depot $ 1000 00/100

One Thousand Dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 2/28/2017

DDA Debits - 2/22/2017

[redacted]

DDA Debits - 2/28/2017

DDA Debits - 2/22/2017

1091

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/17/17 74-1373/724

PAY TO THE ORDER OF Cash $ 10,000 00/100

Ten thousand dollars and 00/100 DOLLARS

1087

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/7/17 74-1373/724

PAY TO THE ORDER OF Adam Lucca $ 1125 00/100

One thousand one hundred twenty five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 2/17/2017

DDA Debits - 2/9/2017

[redacted]

1090

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/13/17 74-1373/724

PAY TO THE ORDER OF Kevin Onus $ 96 00/100

Ninety six dollars and 00/100 DOLLARS

CHECKING WITHDRAWAL Bank OF ANN ARBOR DATE 2-9-17

NAME Ypsi Property Aliance / Jesse Kranyak NOT NEGOTIABLE

WRITTEN AMOUNT Ninety DOLLARS

SIGN HERE K 652403 866660 8/19

ADDRESS

ACCOUNT NUMBER TRAN CODE AMOUNT

[redacted]

DDA Debits - 2/15/2017

DDA Debits - 2/9/2017

[redacted]

DDA Debits - 2/15/2017

DDA Debits - 2/9/2017

1089

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/11/17 74-1373/724

PAY TO THE ORDER OF Mikel Reyna $ 537 38/100

Five hundred thirty seven dollars and 38/100

1086

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/7/17 74-1373/724

PAY TO THE ORDER OF Kevin Onus $ 72 00/100

Seventy two dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 2/14/2017

DDA Debits - 2/7/2017

[redacted]

DDA Debits - 2/14/2017

DDA Debits - 2/7/2017

1082

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2-3-17 74-1373/724

PAY TO THE ORDER OF Ypsilanti DDA $ 200.00

1083

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/3/17 74-1373/724

PAY TO THE ORDER OF Kevin Owens $ 90 00/100

[redacted]

DDA Debits - 2/7/2017

DDA Debits - 2/3/2017

[redacted]

DDA Debits - 2/7/2017

DDA Debits - 2/3/2017

1085

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/6/17 74-1373/724

PAY TO THE ORDER OF Kevin Owens $ 90 00/100

Ninety dollars and 00/100 DOLLARS

1081

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/1/17 74-1373/724

PAY TO THE ORDER OF Kevin Owens $ 95 00/100

Ninety five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 2/6/2017

DDA Debits - 2/2/2017

[redacted]

DDA Debits - 2/6/2017

DDA Debits - 2/2/2017

1084

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 2/4/17 74-1373/724

PAY TO THE ORDER OF Roger Wallace $ 3,000 00/00

1080

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/31/17 74-1373/724

PAY TO THE ORDER OF Custom Climate Systems $ 4325 00/100

[redacted]

DDA Debits - 2/6/2017

DDA Debits - 2/2/2017

1076

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/28/17 74-1373/724

PAY TO THE ORDER OF Custom Climate Systems $ 1970 47/100

One thousand nine hundred seventy dollars and 47/100 DOLLARS

1079

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/31/17 74-1373/724

PAY TO THE ORDER OF JESSE KRAMPE $ 853 88/100

Eight hundred fifty three dollars and 88/100 DOLLARS

[redacted]

DDA Debits - 2/2/2017

DDA Debits - 2/1/2017

1078

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/31/17 74-1373/724

PAY TO THE ORDER OF Premier Interiors LLC $ 5,900 00/100

Five thousand nine hundred dollars and 00/100 DOLLARS

1075

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/24/17 74-1373/724

PAY TO THE ORDER OF Mike Reyna $ 490 00/100

Four hundred ninety dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 2/2/2017

DDA Debits - 1/31/2017

1077

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/30/17 74-1373/724

PAY TO THE ORDER OF ADAM LACCA $ 2876 50/100

Two thousand eight hundred seventy six dollars and 50/100 DOLLARS

1072

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 1/16/17 74-1373/724

PAY TO THE ORDER OF Carpenter LLC $ 69 00/100

Sixty nine dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 2/1/2017

DDA Debits - 1/25/2017

[redacted]

DDA Debits - 2/1/2017

DDA Debits - 1/25/2017

248-719-6562
1074
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 1/19/17 74-1373/724
PAY TO THE ORDER OF Shawn Williams $ 600 00/100
Six hundred dollars and 00/100
[redacted]

DDA Debits - 1/23/2017

[redacted]

DDA Debits - 1/23/2017

1065
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 1/07/17 74-1373/724
PAY TO THE ORDER OF Blake Woodruff $ 1111 50/00
One thousand one hundred eleven dollars 50/100
DOLLARS
[redacted]

DDA Debits - 1/19/2017

[redacted]

DDA Debits - 1/19/2017

1073
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 1/18/17 74-1373/724
PAY TO THE ORDER OF BRAD HALE $ 461 12/00
Four hundred sixty one dollars and 12/100
DOLLARS
[redacted]

DDA Debits - 1/19/2017

[redacted]

DDA Debits - 1/19/2017

1070
YPSILANTI PROPERTY ALLIANCE, LLC 248-719-6562
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 1/12/17 74-1373/724
PAY TO THE ORDER OF Shawn Williams $ 411 00/100
[redacted]

DDA Debits - 1/17/2017

[redacted]

DDA Debits - 1/17/2017

248-719-6362
1068
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 1/10/17 74-1373/724
PAY TO THE ORDER OF Home Depot $ 1059 88/100
One Thousand fifty...
[redacted]

DDA Debits - 1/17/2017

[redacted]

DDA Debits - 1/17/2017

1069
YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197
DATE 1/10/17 74-1373/724
PAY TO THE ORDER OF Roger Wallace $ 1000 00/100
One thousand dollars and 00/100
DOLLARS
[redacted]

DDA Debits - 1/13/2017

[redacted]

DDA Debits - 1/13/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1071

DATE 1/11/17 74-1373/724

PAY TO THE ORDER OF Adam Lucca $ 1000 00/100

One thousand dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1063

DATE 1/6/17 74-1373/724

PAY TO THE ORDER OF Premier Drywall $ 3979 45/100

three thousand nine hundred seventy nine dollars and 45/100 DOLLARS

[redacted]

DDA Debits - 1/13/2017 DDA Debits - 1/10/2017

[redacted]

DDA Debits - 1/13/2017 DDA Debits - 1/10/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1066

DATE 1/7/17 74-1373/724

PAY TO THE ORDER OF P&S Plumbing/Construction $ 1318 00/100

One thousand three hundred seventeen & eighteen and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1062

DATE 1/6/17 74-1373/724

PAY TO THE ORDER OF Foundation Building Supply $ 6020 57/100

Six thousand twenty dollars and 57/100 DOLLARS

[redacted]

DDA Debits - 1/10/2017 DDA Debits - 1/10/2017

[redacted]

DDA Debits - 1/10/2017 DDA Debits - 1/10/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1067

DATE 1/8/17 74-1373/724

PAY TO THE ORDER OF Steven Williams $ 105 92/100

One hundred five dollars and 92/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1064

DATE 1/6/17 74-1373/724

PAY TO THE ORDER OF Steven Williams $ 1111 47/100

One thousand one hundred eleven dollars and 47/100 DOLLARS

[redacted]

DDA Debits - 1/10/2017 DDA Debits - 1/9/2017

[redacted]

DDA Debits - 1/10/2017 DDA Debits - 1/9/2017

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1061

DATE 12/26/16 74-1373/724

PAY TO THE ORDER OF Mike Ryan $ 100 00/100

One hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 12/30/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1059

DATE 12/26/16 74-1373/724

PAY TO THE ORDER OF Wallace Construction $ 1600 00/100

One thousand six hundred dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 12/21/2016

[redacted]

DDA Debits - 12/30/2016

DDA Debits - 12/21/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1058

DATE 12/15/16 74-1373/724

PAY TO THE ORDER OF R&R Sewer & Drain $ 140 00/100

One hundred forty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 12/28/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1056

DATE Dec 9, 2016 74-1373/724

PAY TO THE ORDER OF City of Ypsilanti $ 122.22/88

One hundred & twenty two .22/88 DOLLARS

[redacted]

DDA Debits - 12/16/2016

[redacted]

DDA Debits - 12/28/2016

DDA Debits - 12/16/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1060

DATE 12/2/16 74-1373/724

PAY TO THE ORDER OF mike Ryan $ 120 00/100

One hundred twenty dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 12/21/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1057

DATE 12/2/16 74-1373/724

PAY TO THE ORDER OF Blake H. Woodruff $ 2285 85/100

two thousand two hundred eighty five dollars and 85/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 12/16/2016

[redacted]

DDA Debits - 12/21/2016

DDA Debits - 12/16/2016

248-719-6362

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1055

DATE 12/2/16 74-1373/724

PAY TO THE ORDER OF THE Home DEPOT $347.05

THREE HUNDRED forty seven dollars and 05/100 DOLLARS

[redacted]

DDA Debits - 12/6/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1052

DATE 11/18/16 74-1373/724

PAY TO THE ORDER OF Blake Woodruff $470.00

Four hundred seventy dollars and 00/100 DOLLARS

DDA Debits - 11/25/2016

[redacted]

DDA Debits - 12/6/2016

DDA Debits - 11/25/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1051

DATE 11/18/16 74-1373/724

PAY TO THE ORDER OF State of Michigan $25.00

twenty five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 12/5/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1050

DATE 11/18/16 74-1373/724

PAY TO THE ORDER OF Insta Print $274.78

two hundred seventy four dollars and 78/100 DOLLARS

DDA Debits - 11/22/2016

[redacted]

DDA Debits - 12/5/2016

DDA Debits - 11/22/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1054

DATE 11/28/16 74-1373/724

PAY TO THE ORDER OF Mike Byrne $360.00

three hundred sixty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 11/29/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1053

DATE 11/21/16 74-1373/724

PAY TO THE ORDER OF Mike Byrne $230.00

two hundred thirty dollars and 00/100 DOLLARS

DDA Debits - 11/21/2016

[redacted]

DDA Debits - 11/29/2016

DDA Debits - 11/21/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1048

DATE 11/11/16 74-1373/724

PAY TO THE ORDER OF Custom Climate Systems $ 5303 00/100

five thousand three hundred three dollars and 00/100 DOLLARS

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1046

DATE 10/25/16 74-1373/724

PAY TO THE ORDER OF Insta Pren $ 274 04/100

two hundred seventy four dollars & 04/100 DOLLARS

[redacted]

DDA Debits - 11/18/2016

DDA Debits - 10/31/2016

[redacted]

DDA Debits - 11/18/2016

DDA Debits - 10/31/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1049

DATE 11/16/16 74-1373/724

PAY TO THE ORDER OF Mike Reyna $ 150 00/100

one hundred fifty dollars and 00/100 DOLLARS

[redacted]

CHECKING WITHDRAWAL Bank OF ANN ARBOR

DATE 10/28/16

NOT NEGOTIABLE

NAME Ypsilanti Property Alliance

WRITTEN AMOUNT Five hundred DOLLARS

DEDUCT ABOVE SUM FROM MY ACCOUNT

SIGN HERE

ADDRESS

ACCOUNT NUMBER TRAN CODE AMOUNT

[redacted]

DDA Debits - 11/16/2016

DDA Debits - 10/28/2016

[redacted]

DDA Debits - 11/16/2016

DDA Debits - 10/28/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1047

DATE 11/8/16 74-1373/724

PAY TO THE ORDER OF Kish Masonry $ 1800 00/100

[redacted]

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1045

DATE 10/13/16 74-1373/724

PAY TO THE ORDER OF Kish Masonry $ 1500

[redacted]

DDA Debits - 11/9/2016

DDA Debits - 10/26/2016

[redacted]

DDA Debits - 11/9/2016

DDA Debits - 10/26/2016

**CHECKING WITHDRAWAL** Bank of Ann Arbor

DATE 10/26/16

NAME Ypsilanti Property Alliance

NOT NEGOTIABLE

WRITTEN AMOUNT two thousand DOLLARS

SIGN HERE [redacted]

DDA Debits - 10/26/2016

1042

**YPSILANTI PROPERTY ALLIANCE, LLC**
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 10/6/16 74-1373/724

PAY TO THE [redacted]

DDA Debits - 10/14/2016

[redacted]

DDA Debits - 10/26/2016

DDA Debits - 10/14/2016

**CHECKING WITHDRAWAL** Bank of Ann Arbor

DATE 10/24/16

NAME Ypsilanti Property Alliance

NOT NEGOTIABLE

WRITTEN AMOU[redacted] DOLLARS

SIGN HERE

[redacted]

DDA Debits - 10/24/2016

1043

**YPSILANTI PROPERTY ALLIANCE, LLC**
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 10/11/16 74-1373/724

PAY TO THE ORDER OF Adaptive Environments $ 11720 00/100

[redacted]

DDA Debits - 10/13/2016

[redacted]

DDA Debits - 10/24/2016

DDA Debits - 10/13/2016

1044

**YPSILANTI PROPERTY ALLIANCE, LLC**
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 10/19/16 74-1373/724

PAY TO THE ORDER OF P & S Plumbing $ 4000 00/100

Four thousand Dollars & 00/100 DOLLARS

[redacted]

DDA Debits - 10/21/2016

1041

**YPSILANTI PROPERTY ALLIANCE, LLC**
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE 9/22/16 74-1373/724

PAY TO THE ORDER OF Roger Wallace $ 3000 00/100

three thousand Dollars & 00/100 DOLLARS

[redacted]

DDA Debits - 9/28/2016

[redacted]

DDA Debits - 10/21/2016

DDA Debits - 9/28/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1040

DATE 9/8/16 74-1373/724

PAY TO THE ORDER OF Hughes & Lynn, BLD & Renovations $ 4325 00/100

Five thousand three hundred twenty five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 9/16/2016

[redacted]

DDA Debits - 9/16/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1038

DATE 9/10/16 74-1373/724

PAY TO THE ORDER OF Custom Climate Systems $10,000

Ten thousand dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 9/16/2016

[redacted]

DDA Debits - 9/16/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1039

DATE 9/10/16 74-1373/724

PAY TO THE ORDER OF City of Ypsilanti $ 6087 36/100

Six thousand eighty seven dollars and 36/100

[redacted]

DDA Debits - 9/15/2016

[redacted]

DDA Debits - 9/15/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1036

DATE 9/8/16 74-1373/724

PAY TO THE ORDER OF Roger Wallace $ 11150

Eleven thousand one hundred fifty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 9/9/2016

DDA Debits - 9/9/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1037

DATE 9/8/16 74-1373/724

PAY TO THE ORDER OF Lawrence Gabriel $ 4000 00/100

Four thousand dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 9/9/2016

DDA Debits - 9/9/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1034

DATE 9/1/16 74-1373/724

PAY TO THE ORDER OF Special Risks $ 274 88/100

Two hundred seventy four dollars and 88/100 DOLLARS

[redacted]

DDA Debits - 9/7/2016

DDA Debits - 9/7/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1035

DATE 9/8/16 74-1373/724

PAY TO THE ORDER OF Travis Brown $ 44 70/100

[redacted]

DDA Debits - 9/6/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1031

DATE 8/11/16 74-1373/724

PAY TO THE ORDER OF $ 2930 00/100

[redacted]

DDA Debits - 8/12/2016

[redacted]

DDA Debits - 9/6/2016

DDA Debits - 8/12/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1033

DATE 9/1/16 74-1373/724

PAY TO THE ORDER OF Travis Brown $ 53 00/100

[redacted]

DDA Debits - 9/1/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1030

DATE 8/9/16 74-1373/724

PAY TO THE ORDER OF $ 4125 00/100

[redacted]

DDA Debits - 8/10/2016

[redacted]

DDA Debits - 9/1/2016

DDA Debits - 8/10/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1032

DATE 8/21/16 74-1373/724

PAY TO THE ORDER OF Blake Woodruff $ 250 00/100

two hundred fifty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 8/25/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1029

DATE 8/7/16 74-1373/724

PAY TO THE ORDER OF Mike Reyna $ 60 00/100

Sixty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 8/9/2016

[redacted]

DDA Debits - 8/25/2016

DDA Debits - 8/9/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1028

DATE 7/30/16 74-1373/724

PAY TO THE ORDER OF Gary Cooper $ 2016 80/100

Two thousand sixteen dollars and [redacted]

DDA Debits - 8/5/2016

[redacted]

DDA Debits - 8/5/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1026

DATE 7/21/16 74-1373/724

PAY TO THE ORDER OF Roger Wallace $ 5,100 00/100

[redacted]

DDA Debits - 7/28/2016

[redacted]

DDA Debits - 7/28/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1027

DATE 7/24/16 74-1373/724

PAY TO THE ORDER OF Insta Grow $ 274 58/100

two hundred seventy five dollars and 58/100 DOLLARS

[redacted]

DDA Debits - 8/3/2016

[redacted]

DDA Debits - 8/3/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1024

DATE 7/12/16 74-1373/724

PAY TO THE ORDER OF RPS Plumbing $ 4,600 00/100

Five thousand dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 7/21/2016

[redacted]

DDA Debits - 7/21/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1025

DATE 7/20/16 74-1373/724

PAY TO THE ORDER OF Click on Conservation LLC $ 14,350 00/100

Fourteen thousand three hundred fifty dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 7/29/2016

[redacted]

DDA Debits - 7/29/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1023

DATE 7/13/16 74-1373/724

PAY TO THE ORDER OF Roger Wallace - "Wallace Const $ 6,000 00/100

Six thousand dollars and 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 7/20/2016

[redacted]

DDA Debits - 7/20/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1022

DATE 7/12/16 74-1373/724

PAY TO THE ORDER OF Click Holdings LLC. $ 3,000 00/100

Three Thousand Dollars and no/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1019

DATE 6/29/16 74-1373/724

PAY TO THE ORDER OF MES Services $ 1,000 00/100

One Thousand Dollars and no/100 DOLLARS

[redacted]

DDA Debits - 7/18/2016

DDA Debits - 7/8/2016

[redacted]

DDA Debits - 7/18/2016

DDA Debits - 7/8/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1021

DATE 7/11/16 74-1373/724

PAY TO THE ORDER OF City of Ypsilanti $ 3,484 00/100

Three thousand four hundred eighty four dollars and 00/100 DOLLARS

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1018

DATE June 25, 2016 74-1373/724

PAY TO THE ORDER OF Instaprin $ 274.58/xx

Two hundred + seventy-four 58/xx DOLLARS

[redacted]

DDA Debits - 7/11/2016

DDA Debits - 6/30/2016

[redacted]

DDA Debits - 7/11/2016

DDA Debits - 6/30/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1020

DATE 07-06-16 74-1373/724

PAY TO THE ORDER OF MES Services $ 5998 00/100

Five thousand nine hundred ninety eight dollars and 00/100

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1017

DATE 6/21/16 74-1373/724

PAY TO THE ORDER OF Travis Buchan $ 66 00/00

Sixty six dollars and

[redacted]

DDA Debits - 7/8/2016

DDA Debits - 6/24/2016

[redacted]

DDA Debits - 7/8/2016

DDA Debits - 6/24/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1016

DATE 6/15/16 74-1373/724

PAY TO THE ORDER OF Mike Reyna $ 90 00/100

Ninety Dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 6/21/2016

[redacted]

DDA Debits - 6/21/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1012

DATE 6/15/16 74-1373/724

PAY TO THE ORDER OF Gary Cooper $4665 00/100

Four thousand Six hundred sixty five dollars and 00/100 DOLLARS

[redacted]

DDA Debits - 6/17/2016

[redacted]

DDA Debits - 6/17/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1015

DATE 6/17/16 74-1373/724

PAY TO THE ORDER OF Roger Wallace $ 410 00/100

[redacted]

DDA Debits - 6/20/2016

[redacted]

DDA Debits - 6/20/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1013

DATE 6/15/16 74-1373/724

PAY TO THE ORDER OF Mike ReynA $ 130 00/100

[redacted]

DDA Debits - 6/15/2016

[redacted]

DDA Debits - 6/15/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1014

DATE 6/15/16 74-1373/724

PAY TO THE ORDER OF Travis Burrow $ 66 00/100

Sixty Six dollars and 00/100

[redacted]

DDA Debits - 6/17/2016

[redacted]

DDA Debits - 6/17/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1010

DATE June 3, 2016 74-1373/724

PAY TO THE ORDER OF DTE $ 13. 95/xx

Thirteen 95/xx DOLLARS

[redacted]

DDA Debits - 6/9/2016

[redacted]

DDA Debits - 6/9/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1009

DATE June 1, 2016 74-1373/724

PAY TO THE ORDER OF Insta Print $ 274.58/xx

Two hundred & seventy-four 58/xx DOLLARS

[redacted]

DDA Debits - 6/7/2016

[redacted]

DDA Debits - 6/7/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1011

DATE June 4, 2016 74-1373/724

PAY TO THE ORDER OF Bank of Ann Arbor $ 327.23/xx

Three hundred & twenty-seven 23/xx DOLLARS

[redacted]

DDA Debits - 6/7/2016

[redacted]

DDA Debits - 6/7/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1007

DATE May 13, 2016 74-1373/724

PAY TO THE ORDER OF DTE $ 17.48/xx

Seventeen 48/xx DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 5/23/2016

[redacted]

DDA Debits - 5/23/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1005

DATE May 13, 2016 74-1373/724

PAY TO THE ORDER OF Clint or Conservation $ 350.00/xx

Three hundred & fifty 00/xx

[redacted]

DDA Debits - 5/17/2016

[redacted]

DDA Debits - 5/17/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1006

DATE May 13, 2016 74-1373/724

PAY TO THE ORDER OF Ken-Tec $ 565.00/xx

Five hundred & sixty five 00/xx DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 5/17/2016

[redacted]

DDA Debits - 5/17/2016

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

1004

DATE 5/5/16 74-1373/724

PAY TO THE ORDER OF Bank of Ann Arbor $ 327.23

Three hundred twenty seven dollars 00/100 DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 5/5/2016

[redacted]

DDA Debits - 5/5/2016

1003

Y ALLIANCE, LLC
CREATIVE LABS
RL STREET
NTI, MI 48197

77466400018 DATE 4/28/2016 74-1373/724

Energy $ 5.00/xx

DOLLARS

[redacted]

A Debits - 5/4/2016

[redacted]

DDA Debits - 5/4/2016

1002

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE April 28, 2016 74-1373/724

PAY TO THE ORDER OF Freeman Bunting Insurance $ 274.58/xx

Two hundred & seventy-four. 58/xx DOLLARS

Ypsilanti Banking Office

[redacted]

DDA Debits - 5/3/2016

[redacted]

DDA Debits - 5/3/2016

1001

YPSILANTI PROPERTY ALLIANCE, LLC
D/B/A LANDLINE CREATIVE LABS
209 PEARL STREET
YPSILANTI, MI 48197

DATE April 14, 2016 74-1373/724

PAY TO THE ORDER OF Bruder PLC $ 2,075.00/xx

Two thousand & seventy-five. 00/xx DOLLARS

Ypsilanti Banking Office
Bank of Ann Arbor
Ypsilanti, Michigan 48197

[redacted]

[redacted]

DDA Debits - 4/20/2016

City of Ypsilanti
Pride. Diversity. Heritage.

# City of Ypsilanti

Community and Economic Development

16 March 2018

RE: 209 Pearl St, Ypsilanti MI 48197

To Whom it May Concern:

This office is responsible for the administration of the zoning ordinances for the City of Ypsilanti, within which the Property indicated above is located. We write to confirm to you the following:

1. The Property is presently zoned Center under the City's zoning land use and development laws and ordinances (the "Zoning Ordinance"). We have no knowledge of any proposed or requested change to the present zoning of the Property.
2. Bars and lounges are a permitted use in this zoning district.

Please contact me at 734-483-9646 with any questions. The entire text of the Zoning Ordinance is available on our website, at http://www.cityofypsilanti.com/zoning.

[redacted]

Bonnie Wessler
City Planner, Community & Economic Development Division

CC: File

History Bookmarks People Window Help

Payment Service Network, Inc. [US] | https://www.paymentservicenetwork.com/CustProfile/StatementHistory.aspx

Apps U-M Weblogin Sophia

Current Profile: MAYNARD, MARK
Current User ID: jesse@wurstbarypsl.com

Dashboard | Make a Payment | Billing History | Service Requests | Usage Charts

Manage Auto-Pays

Make a Payment

View Payment History

View Payment Methods

Manage Profiles

View Online Bills

Update Login Information

View Profile Information

Support and FAQ

View Messages

## Statement History

Results Per Page: 12 Page 1

| Due Date | Current Amount | Past Due | Total Amount Due | Statements | Last Viewed |
|---|---|---|---|---|---|
| 03/29/2018 | $153.50 | $0.00 | $153.50 | View Statement | N/A |
| 01/25/2018 | $153.50 | $0.00 | $153.50 | View Statement | N/A |
| 11/27/2017 | $153.50 | $0.00 | $153.50 | View Statement | 03/08/2018 |
| 09/28/2017 | $149.15 | $0.00 | $149.15 | View Statement | N/A |
| 07/27/2017 | $149.15 | $0.00 | $149.15 | View Statement | N/A |
| 05/25/2017 | $149.15 | $0.00 | $149.15 | View Statement | 05/10/2017 |
| 03/23/2017 | $149.15 | $0.00 | $149.15 | View Statement | 04/09/2017 |
| 01/26/2017 | $326.28 | $0.00 | $326.28 | View Statement | N/A |
| 11/28/2016 | $229.67 | $0.00 | $229.67 | View Statement | 11/28/2016 |

Click to enable Adobe Flash Player

209 PEARL STREET

# PEARL ST. VENTURES, LLC

March 20, 2018

To: Joseph Meyers
Community Development Manager
Ypsilanti Downtown Development Authority
1 S. Huron St, Ypsilanti MI 48197

From: Daniel Klenotic
803 Jones Drive
Ann Arbor MI, 48105

Re: Assurance of Compliance with City Ordinance on Public Nudity

Pursuant to the application requirements of the City of Ypsilanti and the Ypsilanti Downtown Development Authority for a new/transfer liquor license, *Pearl St. Ventures* understands and will comply with the City of Ypsilanti's ordinance prohibiting public nudity, and is aware that a violation of the ordinance on the premises where the liquor license is used will be cause for objecting to renewal of the license, or for requesting revocation of the license.

Sincerely,

[redacted] [redacted] [redacted]

Dan Klenotic | Mark Maynard | Jesse Kranyak

## Andrew Hellenga

**From:** Dan Duchene <DDuchene@barrlawfirm.com>
**Sent:** Thursday, April 26, 2018 3:42 PM
**To:** Andrew Hellenga; Frank Daniels, Jr.; Bonnie Wessler; Max Anthouard; Tony DeGiusti; Courtney Dugger; John Barr; Joe Meyers
**Subject:** RE: Dept Approval Liquor License 209 Pearl

Andrew,

There is no issue with the liquor license from the City Attorney's Office.

Thank you,

**Dan DuChene**
Associate Attorney
Barr, Anhut & Associates, P.C.
105 Pearl Street
Ypsilanti, MI 48197
Ph: (734) 481-1234
Fx: (734) 483-3871



**From:** Andrew Hellenga <ahellenga@cityofypsilanti.com>
**Sent:** Thursday, April 26, 2018 10:36 AM
**To:** Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Bonnie Wessler <wesslerb@cityofypsilanti.com>; Max Anthouard <manthouard@washtenaw.org>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; Courtney Dugger <CDugger@cityofypsilanti.com>; John Barr <JBarr@barrlawfirm.com>; Dan Duchene <DDuchene@barrlawfirm.com>; Joe Meyers <jmeyers@cityofypsilanti.com>
**Subject:** RE: Dept Approval Liquor License 209 Pearl

Hello All,

Please see attached application. It is scheduled for a public hearing on May 15th.

Regards,

*Andrew Hellenga*
*Deputy City Clerk*
*City of Ypsilanti*
*1 South Huron*
*Phone: (734) 483-1100*
*Email: ahellenga@cityofypsilanti.com*

## Andrew Hellenga

**From:** Max Anthouard
**Sent:** Thursday, April 26, 2018 3:46 PM
**To:** Andrew Hellenga
**Subject:** RE: RE: Dept Approval Liquor License 209 Pearl

Approved pending the fire safety inspection.
Max

**From:** Andrew Hellenga
**Sent:** Thursday, April 26, 2018 10:36 AM
**To:** Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Bonnie Wessler <wesslerb@cityofypsilanti.com>; Max Anthouard <manthouard@washtenaw.org>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; Courtney Dugger <CDugger@cityofypsilanti.com>; John Barr <JBarr@barrlawfirm.com>; 'DDuchene@barrlawfirm.com' <DDuchene@barrlawfirm.com>; Joe Meyers <jmeyers@cityofypsilanti.com>
**Subject:** RE: Dept Approval Liquor License 209 Pearl

Hello All,

Please see attached application. It is scheduled for a public hearing on May 15th.

Regards,


*Andrew Hellenga*
*Deputy City Clerk*
*City of Ypsilanti*
*1 South Huron*
*Phone: (734) 483-1100*
*Email: ahellenga@cityofypsilanti.com*

## Andrew Hellenga

**From:** Courtney Dugger
**Sent:** Friday, April 27, 2018 9:39 AM
**To:** Andrew Hellenga
**Subject:** RE: RE: Dept Approval Liquor License 209 Pearl

Hi Andrew,

Assessing has no issues.

**From:** Andrew Hellenga
**Sent:** Thursday, April 26, 2018 10:36 AM
**To:** Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Bonnie Wessler <wesslerb@cityofypsilanti.com>; Max Anthouard <manthouard@washtenaw.org>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; Courtney Dugger <CDugger@cityofypsilanti.com>; John Barr <JBarr@barrlawfirm.com>; 'DDuchene@barrlawfirm.com' <DDuchene@barrlawfirm.com>; Joe Meyers <jmeyers@cityofypsilanti.com>
**Subject:** RE: Dept Approval Liquor License 209 Pearl

Hello All,

Please see attached application. It is scheduled for a public hearing on May 15th.

Regards,

*Andrew Hellenga*
*Deputy City Clerk*
*City of Ypsilanti*
*1 South Huron*
*Phone: (734) 483-1100*
*Email: ahellenga@cityofypsilanti.com*

**Andrew Hellenga**

**From:** Frank Daniels, Jr.
**Sent:** Friday, April 27, 2018 1:52 PM
**To:** Andrew Hellenga
**Subject:** RE: RE: Dept Approval Liquor License 209 Pearl

No objections from Building, provided they pull all of the necessary permits and obtain final approval.

---

Frank Daniels
Building Department Manager
City of Ypsilanti
One S. Huron Street
Ypsilanti, Michigan 48197
(734) 482-1025 - Office
(734) 483-7444 - Fax

fdanielsjr@cityofypsilanti.com
www.cityofypsilanti.com

**From:** Andrew Hellenga
**Sent:** Thursday, April 26, 2018 10:36 AM
**To:** Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Bonnie Wessler <wesslerb@cityofypsilanti.com>; Max Anthouard <manthouard@washtenaw.org>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; Courtney Dugger <CDugger@cityofypsilanti.com>; John Barr <JBarr@barrlawfirm.com>; 'DDuchene@barrlawfirm.com' <DDuchene@barrlawfirm.com>; Joe Meyers <jmeyers@cityofypsilanti.com>
**Subject:** RE: Dept Approval Liquor License 209 Pearl

Hello All,

Please see attached application. It is scheduled for a public hearing on May 15th.

Regards,

*Andrew Hellenga*
*Deputy City Clerk*
*City of Ypsilanti*
*1 South Huron*
*Phone: (734) 483-1100*
*Email: ahellenga@cityofypsilanti.com*

RESOLUTION NO. 2018-113
May 15, 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the public hearing** for the approval of a redevelopment Class C Liquor License in conjunction with On Premise License and Brewpub License, with Sunday Sales permit, & Outdoor Service and additional bar for 209 Pearl St. **be officially closed.**

OFFERED BY: ______________________________________________

SUPPORTED BY: ____________________________________________

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
08 May 2018

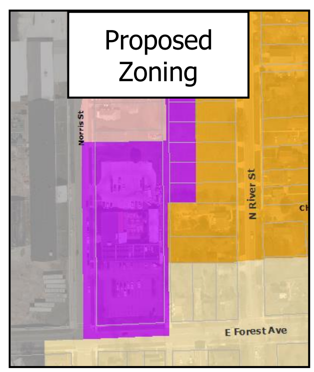
From: Bonnie Wessler, City Planner

Subject: Norris St Rezoning

**SUMMARY & BACKGROUND**


An application has been made to rezone 720 Norris, the Arbor Brewing Company Microbrewery, and the western 65 feet of the vacant parcels on the west side of River (715, 717, 719, 721, 723, 725 N River) to General Corridor (GC). 720 Norris is currently a microbrewery and bar/restaurant with an outdoor dining area, a use established in 2005 and expanded since then. The River parcels have been vacant since their last use as parking for the industrial facility on Norris in the 1960s, per aerial photographs.

720 Norris is considered "central neighborhood" per the future framework map of the Master Plan; and the vacant parcels are within the "outlying neighborhood" future framework. The "central neighborhood" classification incorporates a wide variety of land uses, including industrial near the railroad and the river. The outlying neighborhoods are generally younger, single-use, residential areas; River Street is unusual for the designation due to the variety of housing ages and types. The majority of the River Street parcels are proposed to remain CN-Mid, maintaining the residential character along River Street. The area proposed to be zoned GC has its primary frontage on Norris, which is majority industrial in this location, as it has been since the 1800s.




Planning Commission unanimously recommended approval of the rezoning application with the findings that it is consistent with the guiding value of "Ypsilanti is a great place to do business, especially the green and creative kind;" the capacity of City services is sufficient to accommodate the uses in the proposed zoning district; and the rezoning will not be detrimental to the financial stability and economic welfare of the City. Planning Commission did recommend the condition that the portion of the River St parcels to remain CN-Mid be at least 100' deep, to allow for a range of housing types in this location.

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:** Staff review (April 2018)
Planning Commission Draft Minutes (April 2018)

CITY MANAGER APPROVAL: ________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: ______________________________________

Resolution No. 2018-114
15 May 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

Whereas, an application has been made to rezone 720 Norris and a portion of certain North River St parcels from NC and CN-Mid to GC; and

Whereas, a guiding value of the adopted Master Plan is "Ypsilanti is a good place to do business, especially the green and creative kind;" and

Whereas, the Planning Commission has reviewed the application for rezoning and recommended approval;

Now therefore be it resolved that the Ypsilanti City Council adopt the ordinance entitled "Norris and North River rezoning" on First Reading.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

Ordinance No. 1309

An Ordinance Entitled "NORRIS AND NORTH RIVER REZONING"

THE CITY OF YPSILANTI ORDAINS:

That the property addressed as 720 Norris and with the Tax Code ID #11-11-04-495-024 Be Rezoned from Neighborhood Corridor, to General Corridor;

AND

That the east 100' of the properties addressed as 715, 717, 719, 721, 723, and 725 N River and with the Tax Code ID #s of 11-11-04-426-011, 11-11-04-426-012, 11-11-04-426-013, 11-11-04-426-014, 11-11-04-426-015, and 11-11-04-426-016, remain zoned Core Neighborhood Mid, and that the western remainder portion Be Rezoned From Core Neighborhood Mid to General Corridor.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS____________ DAY OF ________________, 2018

________________________________
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. __________was published in the Washtenaw Legal News on the _____ day of __________, 2018.

________________________________
Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of __________, 2018.

________________________________
Frances McMullan, City Clerk

Notice Published: _________________________________
First Reading: ____________________________________
Second Reading: __________________________________
Published: _______________________________________
Effective Date: ___________________________________

**City of Ypsilanti**
Community & Economic Development Department

**April 3, 2018**

# Staff Review of Rezoning Application
# Corner Brewery Expansion Rezoning
# 720 Norris & 715, 717, 719, 721, 723 & 725 N River

## GENERAL INFORMATION

| | |
|---|---|
| **Applicant:** | Wes Marchal for Arbor Brewing Company |
| **Project:** | Corner Brewery Expansion Rezoning |
| **Application Date:** | March 21, 2018 |
| **Location:** | Northeast corner of the intersection of E Forest and Norris (720 Norris) and west side of N River between Cherry and Norris St. |
| **Zoning:** | NC, Neighborhood Corridor (720 Norris); CN-Mid, Core Neighborhood Mid (715-725 N River) |
| **Master Plan:** | Central Neighborhood (720 Norris); Outlying Neighborhood (715-725 N River) |
| **Action Requested:** | Rezone all of 720 Norris and the west 65' of 715-725 N River to GC-General Corridor |
| **Staff Recommendation:** | Approval |

## PROJECT AND SITE DESCRIPTION

A rezoning is requested for parcel #11-11-04-426-004, and the west 65' of the following parcel numbers: 11-11-04-426-011, 11-11-04-426-012, 11-11-04-426-013, 11-11-04-426-014, 11-11-04-426-015, and 11-11-04-426-016. 720 Norris is 1.715 acres with an existing commercial structure on site, the west 65' of 715-725 N River is a total of 0.47 acres of vacant land. 720 Norris is currently zoned NC, Neighborhood Corridor and 715-725 N River are currently zoned CN-Mid, Core Neighborhood Mid. The property owner wishes to have the entire parcel at 720 Norris and the west 65' of the N River Street parcels rezoned to GC-General Corridor in order to be able to expand the use and facility at 720 Norris St. The alley that runs north-south from E Forest to the north part of Norris St is an open alley. The structure at 720 Norris was built in 1940s as an office building for the facility to the west.

The original site plan and special use for the bar/brewery was approved for 720 Norris back in 2005 along with a variance for the parking and size of the outdoor beer garden. A rezoning under a previous zoning ordinance from M2 to C/I was approved back in September 2005. In March 2011, a site plan and special use permit were approved for the expansion of the site (for a storage facility/Quonset hut) and in December 2015 a variance was granted for the height of the accessory structure (silo). No variances or special uses have been approved for the N River St properties.

**Figure 1: Subject Site Location & Zoning**

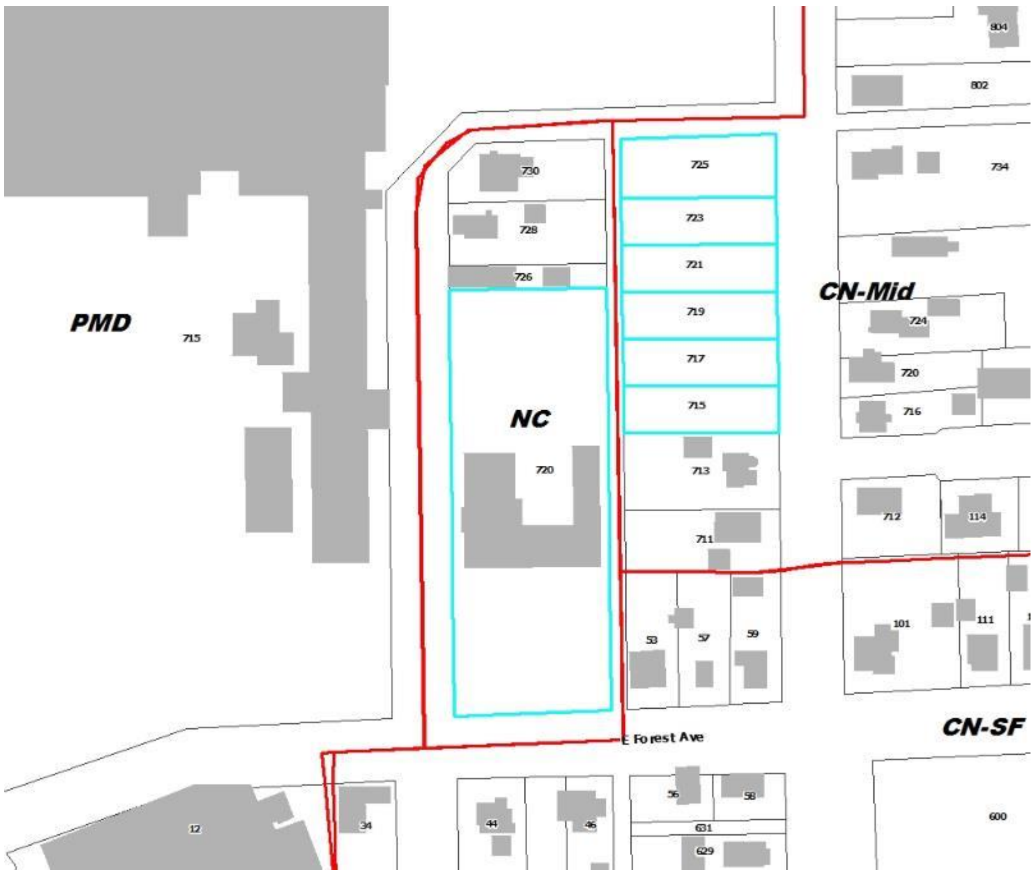


**Figure 2: Site Aerial (2015)**

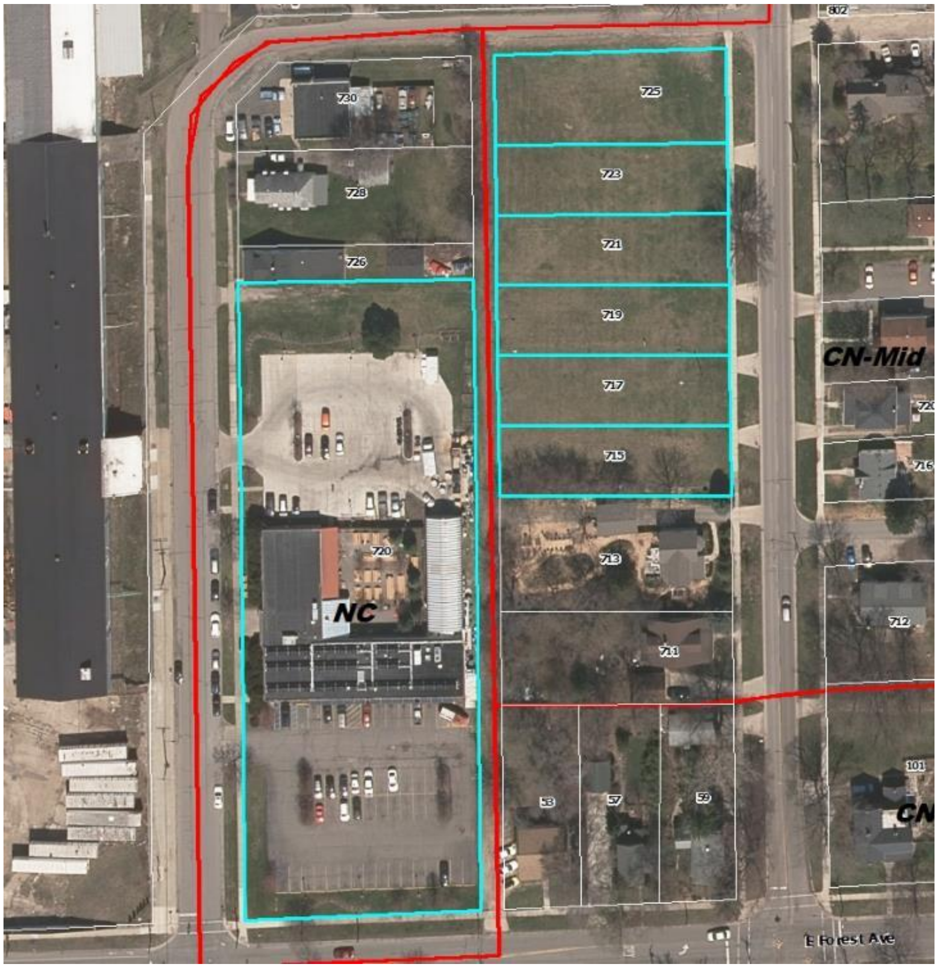


**Figure 3: Rezoning Plan**

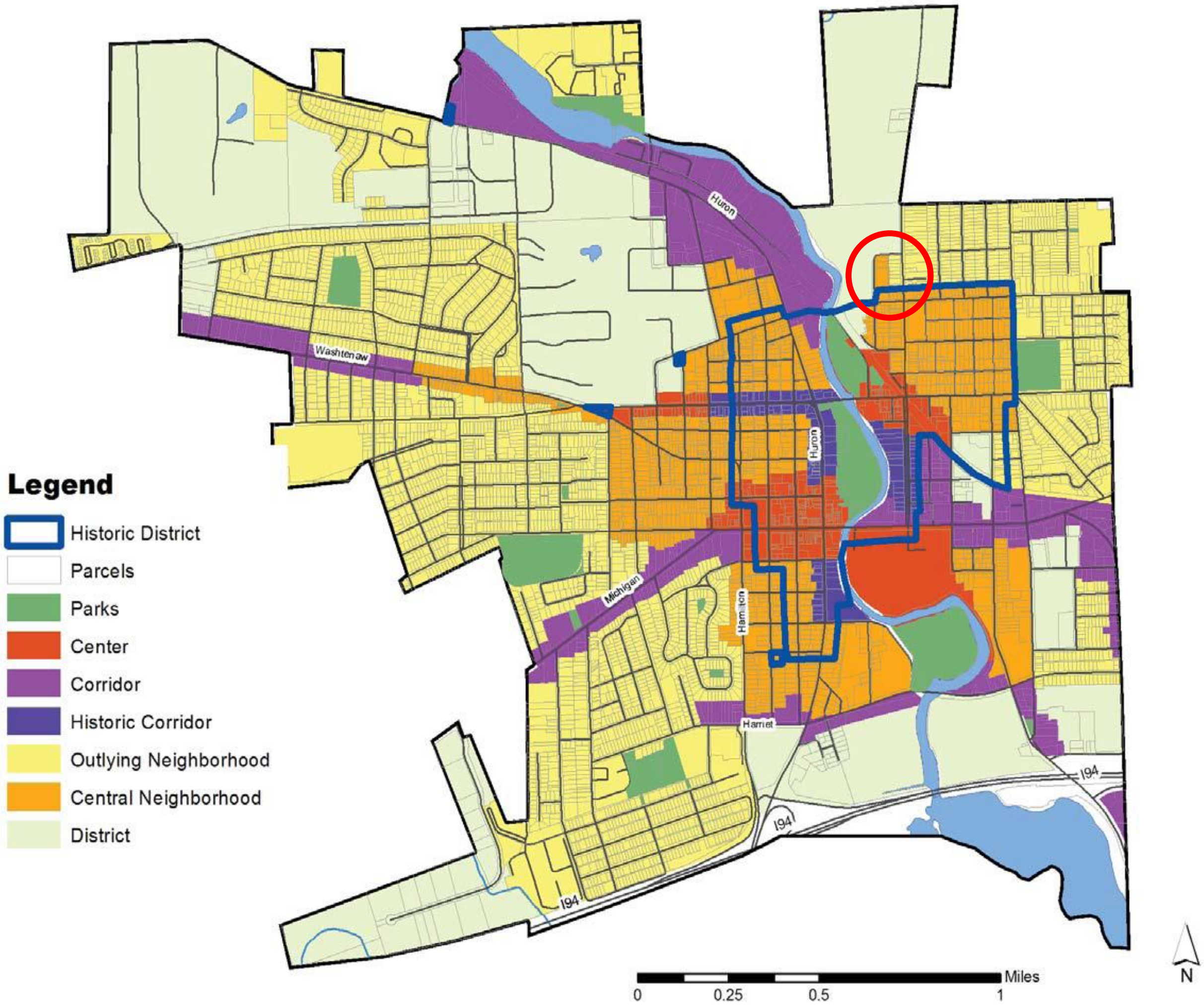

## MASTER PLAN

720 Norris is within the "Central Neighborhood" future land use.  Central Neighborhoods are among the oldest in Ypsilanti. Initially oriented on the Huron River, they are built on a grid street network connected to the adjacent business districts. They border downtown, Depot Town and EMU. These neighborhoods have a range of residential building types, with churches, schools, stores and gas stations intermixed. Around the railroad, industrial uses are mixed into the neighborhood.

The N River St properties are within the "Outlying Neighborhood" future land use per the map. Outlying Neighborhoods were built in the middle or later part of the 20th century and were designed as areas for a single type of housing, either single-family or multi-family. These neighborhoods are adjacent to a corridor but the street network is designed to carry traffic into the neighborhood, not through it. Any non-residential uses, other than schools or parks, are located at the edges, not embedded within the neighborhood. River St is odd because there's still a lot of very old buildings and uses here.

The future land use map, below, shows the properties as central neighborhood and outlying neighborhood.

**Figure 4: Future Land Use Designations**



## EXISTING LAND USE AND ZONING

720 Norris is currently used as a brewery and bar with an outdoor beer garden and the properties on N River are currently vacant. 720 Norris is located at the northeast corner of the intersection of E Forest and Norris and the N River St properties are to the northeast on the west side of N River between Cherry and Norris St.

**Figure 5: Surrounding Land Use and Zoning**

| | LAND USE | ZONING |
|---|---|---|
| **NORTH** | Single Family residential | NC-Neighborhood Corridor |
| **EAST** | Single Family and Vacant | CN-SF-Core Neighborhood Single Family<br>CN-Mid- Core Neighborhood Mid |
| **SOUTH** | Single and Two Family residential | CN-SF-Core Neighborhood Single Family |
| **WEST** | Bay Logistics | PMD-Production, Manufacturing and Distribution |

## REZONING IMPLICATIONS

### INTENT

Neighborhood Corridor (NC). Neighborhood corridors have a linear land pattern and are adjacent to residential neighborhoods. The size, form and scale of buildings and the type and intensity of uses should be complementary to abutting single-family or core neighborhoods, including less intense multiple-family residential building types and uses.

Core Neighborhood Mid (CN-Mid). These neighborhoods generally abut the Core Neighborhoods, and offer a less dense and less intense residential area with opportunities for accessibly-placed low-intensity walkable, neighborhood businesses. Housing types range from mansions to cottages, with multiple-family and single-family uses. This zoning may also be used as a transition zone between single-family districts and mixed use districts.

General Corridor (GC). General corridors are located along roads with heavy traffic and have commercial establishments, restaurants, offices, and other businesses that are geared toward automobile traffic. Multiple-family residential building types and uses are appropriate in this district.

**Figure 6: Permitted uses in existing and proposed zonings.**

*P=Principal, A=Accessory, S=Special Land Use*

| USES | NC | CN-Mid | GC |
|---|---|---|---|
| **RESIDENTIAL** | | | |
| Single-Family Detached Dwelling | -- | P | -- |
| Single-Family Attached Dwelling | P | P | P |
| Accessory Dwelling Unit | -- | A | -- |
| Two-family dwelling units | P | P | P |
| Multiple Family Dwellings, maximum of 4 units per building | P | S | P |
| Multiple Family Dwellings, more than 4 units per building | S | -- | P |

*P=Principal, A=Accessory, S=Special Land Use*

| USES | NC | CN-Mid | GC |
|---|---|---|---|
| Apartments located above ground floor of permitted nonresidential uses | P | -- | P |
| Home Occupation | A | A | A |
| Family Child Care Home (1-6 children) | A | A | A |
| Adult foster care family homes (1-6 adults) | A | A | A |
| Group Child Care Home (6-12 children) | A | S | A |
| **GROUP LIVING** | | | |
| Group residence | -- | -- | -- |
| Group living with support staff, not licensed by State of Michigan | -- | -- | -- |
| Roominghouse | -- | -- | -- |
| Adult foster care small & group homes, adult congregate facilities | -- | S | -- |
| Adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional facilities. | -- | -- | -- |
| **RECREATION, EDUCATION & PUBLIC ASSEMBLY USES** | | | |
| Museums & libraries, less than 15,000 square feet | P | -- | -- |
| Museums & libraries, 15,000 sf or more | S | -- | -- |
| Parks | P | P | P |
| Public Art | A | A | A |
| Indoor recreation, less than 15,000 sf | P | -- | P |
| Indoor recreation, 15,000 sf or more | -- | -- | P |
| Outdoor Recreation | S | -- | P |
| Municipal, county, regional & state service uses | P | S | P |
| Primary & Secondary Schools (public & private) | S | S | -- |
| Post-secondary educational institutions (public & private) | S | S | -- |
| Religious institution | S | S | -- |
| Private assembly, including banquet halls | S | -- | -- |
| **INFRASTRUCTURE** | | | |
| Essential Services | P | P | P |
| Communication Devices | A | A | A |
| Alternative Energy | A | A | A |
| **SERVICES** | | | |
| Bed & Breakfast or Inn | S | S | -- |

*P=Principal, A=Accessory, S=Special Land Use*

| USES | NC | CN-Mid | GC |
|---|---|---|---|
| Funeral Homes | S | S | S |
| Nursing Homes | -- | S | S |
| Business and professional offices, less than 15,000 square feet | P | -- | P |
| Business and professional offices, 15,000 square feet or more | S | -- | P |
| Financial services, including banks, less than 15,000 square feet | P | -- | P |
| Financial services, including banks, 15,000 square feet or more | S | -- | P |
| Homeless Shelter | -- | -- | P |
| Personal service establishments, less than 15,000 square feet | P | -- | P |
| Personal service establishments, 15,000 square feet or more | -- | -- | P |
| Body Art Facilities | -- | -- | P |
| Offices for skilled trade services including but not limited to plumbing, electric, heating, and painting establishments | S | -- | P |
| Printing services, including but not limited to: publishing, engraving, photo development, lithographing, silk screening and three-dimensional printing | S | -- | S |
| Hotels & motels | -- | -- | P |
| Child Care Centers | P | -- | P |
| Laundromats and dry cleaners, less than 15,000 square feet | P | -- | P |
| Laundromats and dry cleaners, 15,000 square feet or more | -- | -- | P |
| Medical or dental offices, less than 5,000 sf | P | S | P |
| Medical or dental clinics, 5,000 to 10,000 square feet | P | -- | P |
| Medical or dental clinics, 10,000 square feet or more | S | -- | P |
| Veterinary hospitals and clinics | S | -- | S |
| Kennels, commercial | -- | -- | S |
| Substance abuse treatment facilities | -- | -- | S |
| Catering services, less than 15,000 square feet | P | -- | P |
| Catering services, 15,000 square feet or more | -- | -- | P |
| Self-storage | -- | -- | P |
| **COMMERCIAL** | | | |
| Retail stores, less than 15,000 square feet | P | -- | P |
| Retail stores, greater than 15,000 square feet | -- | -- | P |
| Resale stores | P | -- | P |
| Arts & crafts studios | P | -- | P |

*P=Principal, A=Accessory, S=Special Land Use*

| USES | NC | CN-Mid | GC |
|---|---|---|---|
| Food stores, excluding sale of alcohol, less than 15,000 square feet | P | S | P |
| Food stores, with sale of alcohol, less than 15,000 square feet | S | -- | P |
| Food stores greater than 15,000 square feet with or without sale of alcohol | -- | -- | P |
| Commercial Greenhouse | -- | -- | P |
| Farmers' market | P | S | P |
| Other open-air markets | P | -- | P |
| Outdoor retail sales | S | -- | S |
| Garage Sales | -- | A | -- |
| **RESTAURANTS** | | | |
| Carry-out and/or delivery restaurant | P | -- | P |
| Café or coffee shop | P | -- | P |
| Sit-down, with seating limit of 50 seats | P | -- | P |
| Sit-down, no seating limit | -- | -- | P |
| Bar/Lounge | S | -- | P |
| Tasting room and accessory to microbrewer/ small distiller/ small wine maker | S | -- | P |
| Outdoor cafes | A | -- | A |
| Fast Food | S | -- | P |
| Drive through restaurant of any type | -- | -- | S |
| **AUTO-ORIENTED** | | | |
| Automobile Filling Station - no repair | S | S | S |
| Automobile Filling Station with repair | -- | -- | S |
| Parking lot | -- | -- | S |
| Parking Garage | -- | -- | S |
| Automobile Sales | -- | -- | S |
| Automobile Wash & Detailing | -- | -- | S |
| Automobile Repair | -- | -- | S |
| Automobile Share Parking | A | -- | A |
| Automobile rental or share organization (parking, storage, wash & repair) | -- | -- | S |
| Vehicle, Recreational Vehicle, Storage and Towing | -- | -- | S |
| **RESEARCH** | | | |
| Laboratories | -- | -- | S |
| Research & Development | -- | -- | S |
| **PRODUCTION, MANUFACTURING & DISTRIBUTION** | | | |
| Craft production, clothing production or food production, less than 16,000 square feet | P | -- | P |

*P=Principal, A=Accessory, S=Special Land Use*

| **USES** | **NC** | **CN-Mid** | **GC** |
|---|---|---|---|
| Craft production, clothing production or food production, 16,000 square feet or greater | -- | -- | S |
| Microbrewer/ small distiller /small wine maker, less than 16,000 square feet | P | -- | P |
| Microbrewer/ small distiller /small wine maker, 16,000 square feet or greater | -- | -- | S |
| Wholesale or distribution facility with total gross floor area of less than 16,000 square feet | S | -- | P |
| Wholesale or distribution facility with total gross floor area 16,000 square feet or greater | -- | -- | S |
| Medical Marijuana Growing/Manufacturing Facility | -- | -- | S |
| **TEMPORARY USES** | | | |
| Mobile Food Establishments | P | -- | P |
| **PERFORMANCE OR STRUCTURES REQUIRING SPECIAL LAND USE** | | | |
| Operation between 2 a.m. and 6 a.m. during any 24-hour period | S | -- | S |
| Drive through facilities | S | -- | S |
| Ongoing outdoor retail sales or display | S | -- | S |
| Outdoor storage | S | -- | S |
| **GARDENS/COMMUNITY GARDENS** | | | |
| Community gardens | A | P | A |
| Passive solar building | A | A | A |
| Toolhouses, sheds, and other similar buildings for the storage of domestic supplies | -- | A | -- |

## Figure 7: Area Regulations

| | **BUILDING TYPE** | **CN-MID** | **NC** | **GC** |
|---|---|---|---|---|
| MA | Mansion | L | -- | -- |
| ES | Estate | P | P | -- |
| HS | House | P | P | -- |
| CO | Cottage | P | -- | -- |
| TH | Townhouse | P | P | -- |
| AH | Apartment House | P | P | -- |
| CA | Courtyard Apartment | -- | P | P |
| AB | Apartment Building | -- | P | P |

| | BUILDING TYPE | CN-MID | NC | GC |
|---|---|---|---|---|
| CS | Commercial/Mixed-Use Small | -- | P | P |
| CM | Commercial/Mixed Use Medium | -- | P | P |
| CL | Commercial/Mixed Use Large | -- | -- | P |
| SC | Single Story Commercial Building | L | P | P |
| LS | Large Single Story Commercial Building | -- | -- | P |
| MB | Multiple Story | -- | -- | P |
| IT | Institutional | P | P | P |

## REZONING CONSIDERATIONS 122-362(b)

*(b)* ***Zoning Map Amendment****. For a change in the Zoning Map, the Planning Commission shall consider and the City Council may consider, whether the proposed rezoning meets the following standards (with staff responses to each):*

*(1) The rezoning is consistent with the policies, guiding values and City Framework (Future Land Use Map) of the Master Plan, including any subarea or corridor studies. If conditions have changed since the current Master Plan was adopted, the consistency with recent development trends in the area.*

The rezoning is consistent with the guiding value of "Ypsilanti is a great place to do business, especially the green and creative kind" as this rezoning helps to foster a locally grown business. The future land use map indicates that for the outlying neighborhoods "Any non-residential uses, other than schools or parks, are located at the edges, not embedded within the neighborhood," as the River St properties are on the very edge of the outlying neighborhood this is consistent. On the other hand, all of the properties proposed to be rezoned are indicated as neighborhoods on the future land use map not corridor, the closest corridor is to the west on the other side of the river.

*(2) The rezoning sustains the site's physical, geological, hydrological and other environmental features with the potential uses allowed in the proposed zoning district.*

Storm water is a concern with this development however engineering will be reviewed as part of the site plan and special use application.

*(3) The property proposed to be re-zoned can accommodate the requirements of the proposed zoning district.*

The current use at 720 Norris is aligned with the zoning classification proposed. The depth of the River St parcels as surveyed range from 164.85' on the south end to 165' at the north end. If the applicant takes exactly 65' then these parcels would be under 100' in depth thus limiting the building types to on these sites to cottage or townhouse. **The use for the vacant parcels to the northeast may accommodate the requirements of the zoning if the eastern portions of the parcels that are to remain CN-Mid are maintained at 100' or more.**

*(4) All the potential uses and building types allowed in the proposed zoning district are compatible with surrounding uses, buildings, and zoning in terms of land suitability, impacts on the environment, impacts on the transportation network, density, nature of use, aesthetics, infrastructure and potential influence on property values.*

The current use at 720 Norris is aligned with the proposed zoning classification and is compatible with some of the surrounding uses. The change to GC for all of 720 Norris and the west 65' of the River St parcels limits building types to courtyard apartment, apartment buildings and commercial and increases the possibility for more intense commercial uses in the future. There should be little to no impact on the transportation network and infrastructure however there may be impacts on the property values, density and nature of use.

*(5) The capacity of City infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, sustainability and welfare of the City.*

The capacity is sufficient.

*(6) The rezoning will not be detrimental to the financial stability and economic welfare of the City.*

It will not be detrimental.

*(7) The rezoning would not negatively impact the condition of any nearby parcels considering existing vacancy rates, current per-square-foot lease or sale rates, and other impacts.*

It is unclear as to the impact on the two residential properties to the north of 720 Norris as well as the residences to the east, it may negatively impact these properties. However, historically the City has always had residences interspersed in its commercial areas. It should not have any effect on the commercial property at 730 Norris nor the industrial property to the west at 715 Norris.

*(8) The rezoning is consistent with the trend of development in the neighborhood or surrounding area.*

The rezoning allows for the expansion of an existing business in the area however the surrounding area directly to the north and east is primarily residential. The rezoning is consistent with the historical development in the neighborhood and surrounding area.

*(9) The property in question was improperly zoned or classified when this Chapter was adopted or amended.*

The property was zoned properly at the time as it allows for review of the special use by the planning commission with the possibility for conditions to be placed on the special use in order to ensure compatibility with the surrounding neighborhood. If rezoned as proposed a bar and a craft production under 16,000 sf would be permitted by right. Only a larger than 16,000 sf craft production would require the special use. However as zoned, the site is limited to 16,000 sf or less as a craft production facility.

*(10)Where a rezoning is reasonable given the above criteria, a determination shall be made that the requested zoning district is more appropriate than another district or than amending the list of permitted or special land uses within a district.*

The proposed rezoning is not the only option, the list of permitted uses for NC could be changed to add a special use for craft production of 16,000 sf or more and some limit could be placed on the size a parcel must be before a larger craft facility could be placed on the site however a rezoning may still be preferred for the N River St parcels. Another option is for a

Planned Unit Development. Another option is to rezone all of the parcels on the 700 block of Norris and the rear 65' of the N River St parcels to GC, however that option would make the two single family residences to the north nonconforming.

## STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommend ***approval*** of the rezoning for 720 Norris and the west 65' of 715-725 N River to General Corridor to City Council with the following condition and findings:

Condition

1. That the eastern portion of the parcels at 715-725 N River that are to remain CN-Mid be maintained at a 100' lot depth or more as anything less than that will limit the building types permitted on these parcels.

Findings

1. The rezoning is consistent with the guiding value of "Ypsilanti is a great place to do business, especially the green and creative kind" as this rezoning helps to foster a locally grown business.
2. The capacity of City infrastructure and services is sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, sustainability and welfare of the City.
3. The rezoning will not be detrimental to the financial stability and economic welfare of the City.

Cynthia Kochanek
Preservation Planner, Community & Economic Development Division

c.c. File
Applicant

**PLANNING COMMISSION**
**MEETING MINUTES**
**April 18, 2018**
**CITY COUNCIL CHAMBER**
**7:00 P.M.**

## I. CALL TO ORDER

The meeting was called to order at 7:04 p.m.

## II. ROLL CALL

**Present:** L. Dahl-MacGregor, A. Bedogne, P. Hollifield, T. Dennis, J. Talaga

**Absent:** H. Jugenitz, M. Dunwoodie, C. Madigan, C. Zuellig (all excused)

**Staff:** Bonnie Wessler, City Planner
Cynthia Kochanek, Preservation Planner
Nan Schuette, Executive Secretary

## III. APPROVAL OF MINUTES

Commissioner Dennis moved to approve the minutes of March 21, 2018 (Support: A. Bedogne) and the motion carried unanimously.

## IV. AUDIENCE PARTICIPATION

None

## V. PRESENTATION AND PUBLIC HEARING ITEMS

### 1. 720 Norris, 715-725 N. River

Preservation Planner, C. Kochanek, stated that this is a request for rezone all of 720 Norris and the west 65' of 715-725 N. River to GC-General Corridor. 720 Norris is currently zoned NC, Neighborhood Corridor and 715-725 are currently zoned CN-Mid, Core Neighborhood Mid. The property owner wishes to have the entire parcel at 720 Norris and the west 65' of the N. River Street parcels rezoned to GC-General Corridor in order to be able to expand the use and facility at 720 Norris. The alley that runs north-south from E. Forest to the north part of Norris St. is an open alley.

The original site plan and special use for the bar/brewery was approved for 720 Norris back in 2005 along with a variance for the parking and size of the outdoor beer garden. A rezoning under a previous zoning ordinance from M2 to C/I was approved back in September 2005. In March 2011, a site plan and special use permit were approved for the expansion of the site (for a storage facility/Quonset hut) and in December 2015 a variance was granted for the height of the accessory structure. No variances or special uses have been approved for the N. River St. properties.

The rezoning is consistent with the guiding values of the City of Ypsilanti as it helps to foster a locally grown business. Storm water is a concern in the development, however, engineering will be reviewed as part of the special use/site plan presented in the future. A note from staff stated that the depth of the River St parcels as surveyed range from 164.95' on the south end to 165' at the north end. If the applicant takes exactly 65' then these parcels would be under 100' in depth this limiting the building types on these sites to cottage or townhouse. Staff recommended approval with stated findings and condition.

Commissioner Hollifield moved to open the public portion of the hearing (Support: T. Dennis) and the motion carried unanimously.

**Mike Furbacher, 730 N. River –** embraced the potential project. He is concerned about the issues of storm drainage but is sure that it will all be discussed during the site plan review process. He hopes there will be open and transparent dialogue as the project goes through the various stages. He is supportive of the proposed project. He owns the business on the corner – sheet metal specialty work etc.

**Paul Neuoffer, 728 Norris** – asked staff to define "non-conforming", which Ms. Kochanek detailed. It basically means that the use he has now would not be permitted. While he likes the Corner Brewery as a neighbor, he is concerned about the expansion and additional noise. He also referred to 715 Norris and trucks/cars sitting idling and wondered if this is legal. Ms. Wessler stated that this would be an enforcement issue by police.

**Mike Collins, part-owner of Corner Brewery –** stated that they specifically did not lay out a site plan knowing it was a multi-step process so were waiting until they got approval. They will invite all neighbors to see their plans. They are not looking to expand food, etc. but will be adding on to the brewing side. They plan on hiring two additional employees but do not anticipate more customers.

Commissioner Bedogne asked the premise of splitting the lot and intent of easterly side in the future. Mr. Collins stated they do not need the space and they know it is residential and intend to keep it residential putting the lots up for sale and talking to developers.

**Amy Schrodes, 713 N. River –** is concerned with the noise issue from the equipment. She also has concerns with the smells. She also wondered if they could use the property for a temporary playground or dog park. Mr. Collins responded that they noise is probably coming from the compressor which they plan to update. The smell is with the grain but will look into other ways of containment. Ms. Schrodes asked if the back of the property will change, there is an old alley there. Ms. Kochanek responded that it is an open and active alley that is owned by the city and not in play.

Commissioner Hollifield moved to close the public portion of the hearing (Support: T. Dennis) and the motion carried unanimously.

Commissioner Talaga asked that Ms. Wessler go through the site plan process so that the public can understand what it entails. Ms. Wessler detailed the various steps involved. Chair Dahl-MacGregor added that if someone is unable to attend the public meeting, they can send letters or emails which is included as part of the record.

Commissioner Talaga moved that the Planning Commission recommend approval of the rezoning for 720 Norris and western portions of 715-725 N. River to General Corridor, to City Council with the following findings and conditions:

Findings:

1. The rezoning is consistent with the guiding value of "Ypsilanti is a great place to do business, especially the green and creative kind" as this rezoning helps to foster a locally grown business.
2. The capacity of City infrastructure and services is sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, sustainability and welfare of the City.
3. The rezoning will not be detrimental to the financial stability and economic welfare of the City.

Condition:

1. That the eastern portion of the parcels at 715-725 N. River that are to remain CN-Mid be maintained at a 100' lot depth or more as anything less than that will limit the building types permitted on these parcels.

The motion was supported by Commissioner Bedogne. A roll call vote was taken and carried unanimously 5:0.

## 2. 534 N. Huron

Preservation Planner Kochanek stated that this is a request for approval of site plan and special use for the expansion of a food store with the sale of alcohol, less than 15,000 sq. ft. Staff noted that in the original staff report, recommendation called for conditional approval, however, staff did change that this item be tabled after finding out that there are at least 16 conditions that need to be corrected prior to any approval. The total for the three parcels is 0.434 acres; it includes 528 N. Huron, 530 N. Huron and 534 N. Huron with frontage on N. Huron and W. Forest. There is an existing 1,200 sq. ft commercial building at 530 N. Huron that partially encroaches on the 528 N. Huron parcel and a 2,700 sq. ft. commercial building on the 534 N. Huron parcel. The parking lot is to the south of 534 N. Huron with approximately 19 spaces. There are three curb cuts for access; two on N. Huron and one on W. Forest. No special use permits or variances have been granted for these properties.

Zoned NC-neighborhood Corridor, which only allows for a food store with the sale of alcohol, less than 15,000 sq. ft after approval as a special land use. The plans submitted propose a 3,520 sq. ft. addition to the existing 2,774 sq. ft. building for a total of 6,294 sq. ft. at the northwest corner of the parcels with a demolition of the existing structure at 530 N. Huron. Parking is proposed to the south of the structure with 20 parking spaces, one of which indicated as an accessible parking space. The existing structure is nonconforming in regard to

Resolution No. 2018-115
15 May 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the public hearing** for an ordinance to rezone 720 Norris and a portion of certain North River St parcels from NC and CN-Mid to GC **be officially closed.**

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Pride. Diversity. Heritage.

Resolution No. 2018-116
May 15, 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the following items be approved:

1. Resolution No. 2018-117, approving the minutes of May 1, 2018.

2. Resolution No. 2018-118, approving appointments to Boards and Commissions.

3. Resolution No. 2018-119, approving an extension of a Local Site Remediation Revolving Fund (LSSRF) Grant for Border to Border Trail remediation.

OFFERED BY: ____________________________________________

SUPPORTED BY: __________________________________________

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Pride. Diversity. Heritage.

Resolution No. 2018 - 117
May 15, 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT the minutes of May 1, 2018 be approved.

OFFERED BY: ______________________________________________________________

SUPPORTED BY:_____________________________________________________________

YES: NO: ABSENT: VOTE:

**CITY OF YPSILANTI REGULAR COUNCIL**
**CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.**
**YPSILANTI, MI 48197**
**TUESDAY, MAY 1, 2018**
**7:00 p.m.**

**I. CALL TO ORDER –**

The meeting was called to order at 7:04 p.m.

**II. ROLL CALL –**

| | | | |
|---|---|---|---|
| Council Member Bashert | Present | Council Member Robb | Present |
| Mayor Pro-Tem Brown | Absent | Council Member Vogt | Present |
| Council Member Murdock | Present | Mayor Edmonds | Present |
| Council Member Richardson | Present | | |

**Council Member Vogt moved, seconded by Council Member Bashert, to excuse the absence of Mayor Pro-Tem Brown.**

On a voice vote, the motion carried, and the absence was excused.

**III. INVOCATION –**

Mayor Edmonds asked all to stand for a moment of silence.

**IV. PLEDGE OF ALLEGIANCE –**

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

**V. AGENDA APPROVAL –**

**Council Member Bashert moved, seconded by Council Member Vogt to approve the agenda.**

On a voice vote, the motion carried, and the agenda was approved as submitted.

**VI. INTRODUCTIONS**

Mayor Edmonds introduced the following individuals; City Manager Darwin McClary, City Clerk Frances McMullan, City Attorney John Barr, Assistant City Attorney Dan DuChene, Interim Economic Development Director Joe Meyers, Max Anthouard Max Anthouard, DPS Director Stan Kirton, County Commissioner Rickie Jefferson, and Retired Fire Fighter Fred Williams.

**VII. PRESENTATIONS –**

Proclamation in honor of Fred Williams, III FOR 34 years of service with the Ypsilanti Fire Department – County Commissioner Ricky Jefferson

County Commissioner Ricky Jefferson stated he has known Mr. Williams for most of his life. Mr. Williams has been a pillar in this community and a face of integrity. Mr. Jefferson stated he wants to honor Mr. Williams for all of his great accomplishments.

County Commission Jefferson Mayor Edmonds read a proclamation dedicated to retired Firefighter Fred Williams.

Fire Chief Max Anthouard sincerely thanked Mr. Williams for his years of service.

Mr. Williams thanked Commissioner Jefferson, Council and Mayor, and his parents. He said the Fire Department not only saves lives they also save hearts. He asked all to help the Fire Department in any way they can.

Mayor Edmonds stated only a handful of the city's first responders are born and raised in Ypsilanti. It is exceptional that a person has dedicated their life to the betterment of this city. The city needs to examine how to encourage the young people in this community to follow in Mr. Williams shoes.

Council Member Richardson thanked Mr. Williams for his service, and many times going above and beyond his duty. The city will continue to look for his participation in the community.

Mayor Edmonds stated the Fire Department is in need of facility renovations.

Legislative Update – Kirk Profit, Lobbyist

Mayor Edmonds stated Mr. Profit was not able to attend this meeting, but he sent an update that will be included in the minutes.

*Thanks SO MUCH for the continued opportunity to be part of your team!! Having grown up in the City of Ypsilanti, and having had the good fortune to work with the City in many capacities (in the '70's when I was with the Sheriff, in the '80's as a member of former Speaker Gary E. Owen's staff, from 1988-1998 as your State Representative, and since 1999 as a consultant under contract with you), I have the rare opportunity to continue to work in support of the agenda that you set for the community where my passion runs deep !!*

*To be sure, state government has made your challenge as elected leaders more difficult than at any time in Michigan history. The combination of Prop A, together with Headlee, together with the failure of the state to keep its PROMISE for Revenue Sharing, together with the failure of the state to fulfill its statutory duty to fund your Fire Protection services for the states facilities in our community, together with the chronic failure to reform local government finance in the face of all of these cuts to local government revenue sources, together with the continued encroachment of state government (through "preemption") into YOUR space where YOUR residents expect YOU to be their protector, together with the continued failure of the state to find a way forward for adequate funding of public infrastructure in the broad sense – and transportation needs more specifically……….*

*……..well, the challenges you face as the elected leaders for our community are staggering!! And it is so disturbing that this State Government has denied you the opportunity to take full advantage of an economy that has been growing now since the last year or two of Governor Granholm!!*

*In the face of all of this, and as we work on your behalf in all of these fronts, here are some specific items in which we have been engaged over the past year:*

1) *Fire Protection Grants – Our relentless pursuit continues to compel the state meet its STATUTORY DUTY to fully fund the Fire Protection Grants that you are supposed to receive for the fire protection services YOU PROVIDE for the STATE's facilities in your jurisdiction. This year, we have been successful in working with the Executive Office to have the Governor recommend as part of his budget proposal an increase of nearly 60% over last year in the proposed amount. This year, as part of their recommendation, they have included a proposal for an appropriation of $15 million (that compares to last year in which their recommendation was only $9 million). And we hasten to*

*recall the time when former Governor Engler actually vetoed the entire line item – requiring us to scramble to restore even some modest level of funding !! As you know this is still working its way through the budget process in the legislature which is expected to be complete sometime early in June.*

2) *Revenue Sharing (and the broader issue of Local Government Finance) – In anticipation of new leadership in State Government in 2019, we have been working with candidates and outside entities (Citizens Research Council, Michigan Future Inc., others) to elevate the dialogue over the mess that currently exists in the way state law provides for local government funding. In the meantime, we are working to lessen the damage that annually occurs to your bottom line as a result of continued failure to address the shortcomings of the way Prop A and Headlee fail to interconnect, and the continue failure of state government to meet its obligation and PROMISE to appropriate your share of state revenues (ie. Revenue Sharing).*
3) *Transportation – the state has NOT passed a meaningful transportation funding package for over 20 years now. It is still primarily driven by the revenue based on the sale of gallons of gas (rather than price, or other options that adjust with the economy). We continue to work with the current leadership to more appropriately prioritize state funding toward transportation infrastructure; and as we look ahead to transition for new leadership after the 2018 election, we continue to work to elevate the dialogue so that transportation needs are a meaningful part of the election season debate. This includes discussions of both the total amount raised for transportation, and the distribution of the proceeds.*
4) *Train Stop for Ypsilanti – many of you have been involved in this for some time now – we continue to be engaged at your direction, and under the excellent leadership of Rep. Peterson (who is a member of the Transportation subcommittee on Appropriations)*
5) *Personal Property Tax reimbursement – in the early stages of this program, we continue to be concerned whether this and future legislatures will keep their commitment to FULLY REIMBURSE you for your lost personal property tax, as a result of the PPT tax elimination by the legislature and Governor several years ago. This is expected to become increasingly challenging as the state revenue structure continues to lose ground in it ability to address even the basic mandatory requirements of state government.*
6) *Marijuana legalization and regulation – with the anticipated ballot passage of legalized recreational use of marijuana, there are a number of regulatory concerns that need to be addressed. We are VERY ENGAGED on your behalf to make sure that you are in position to meet the challenges of this new legal enterprise.*
7) *Other Legislation:*
    - A) *Tax treatment of Residential solar energy installations – we are immersed with Rep. Barrett (sponsor of the legislation) and Rep. Tedder (chair of the House Tax Policy Committee) to move legislation to have this addressed.*
    - B) *Tax Increment Finance reform – this continues to be an issue of concern for many legislators – we will continue to stay close to them so that our local interests are reflected in any bills that move.*
    - C) *Immigration – the Majority Caucuses continue to work to advance that agenda of the current leadership in Washington. We continue to work on your behalf to prevent anything done in Michigan through Michigan law from negatively impacting the values you seek to reflect in the interests of visitors and residents to Ypsilanti.*
    - D) *Right to Farm legislation, and its impacts on local authority to regulate*
    - E) *Right of Way legislation, and its impacts on local authority over your right of ways (and local fees associated with encroachments into your right of way/s)*
    - F) *Affordable Housing – SB 110 (Sen Wayne Schmidt), and other state policy developments – working to make sure your interests in providing affordable housing opportunities for our community are protected, and advanced!!*
    - G) *Rental Inspection – working to make sure that the state does not intrude into your efforts to continue to improve housing in Ypsilanti*
    - H) *Tipping Fees, and the use of those potential revenues for critical environmental protection programs*

*8) Other specific projects:*
*A) Rutherford Pool – we are seeking phase II of improvements to the pool from the DNR Trust Fund*

*B) Riverside Arts Center – we continue to work with MCACA to assist the Riverside Arts Center (and other local Arts venues) to make sure that they are adequately considered in their pursuit of state support for their capital and operational needs in our community*

*C) Relocation of the Recycling Center to bring the area around the Huron River and adjacent parks in compliance with DNR requirements.*

*D) Penn Park, the Leforge Dam, and nearby interests in improvements*

*E) Town Center and other Senior Housing venues in the City – making sure MSHDA works with us to assure the quality of life expected in those and other senior housing venues.*

*9) Assist as directed with challenges and opportunities for local liquor license holders, and their operations in our community*

*10) Assist as directed in the efforts to achieve productive use for the Water St. property*

*These are some of the activities in which we have been engaged on your behalf over the past year. As you have seen, these activities often become multi-year activities, given the financial challenges, and the political challenges in Lansing. We continue to work with potential regional partners, private interests, and the philanthropic community to work to bring leverage to the scarce resources available to the City under the current structure of local government finance.*

*I should add that we continue to be engaged in our local schools to assist students, staff, and leadership in the Public Schools to help address the racial segregation and racial inequity that has come to our schools. Our view is that his has come to our schools as a result of a number of outside variables beyond the control of our residents and the elected leadership in the schools, and the City and the Townships. I know that this is not who we are in this community and region; and we are continuing our work to bring attention and resources to our schools so that ALL students in Ypsilanti can have a fair chance to acquire the tools necessary to enjoy all that America has to offer.*

*In many of these activities, we work to coordinate with broader statewide local government local government associations, such as MML and others. We will continue to do that when the activities of these broader statewide associations match with the interests of the City.*

*As always, we are very interested to come to Council if that would be helpful to have more of an exchange of thoughts and ideas on moving the City forward. Additionally, we are always available to meet with Council members and staff as they may be interested. And in the meantime, if you have questions, please contact us.*

*Thanks again for the opportunity to be part of your team that moves the City forward, even with all of the challenges that the state puts in your way!*

## VIII. AUDIENCE PARTICIPATION –

1. Dave Heikkinen, business owner 133 W. Michigan Ave, stated the Downtown is booming and it is very exciting to be a part of it, however, there is a huge parking problem. He and other downtown merchants met with several city officials and were shocked to find out once the Smith

Furniture building is open there will be an additional seventy cars in downtown parking lots. There needs to be a plan to ensure parking for the clientele of downtown businesses. He would go as far to delay any additional construction in the downtown until parking is addressed.

2. Bob Krzewinski, 706 Dwight, stated the Border to Border Trail should be on the west side of the Rice St. Parking lot. He has been approached by individuals asking if the current site of the recycling center could be used as a canoe livery. He encouraged Council to think about that possibility.

3. Sigred Melvin, 401 W. Michigan, stated the Towne Center has a parking issue because of construction. Asked for a job description of a Council Member, and said the two members never go to her building. She asked why a building permit was not issued for the work completed on the eleventh floor of her building. She stated the intercom system is not working making it difficult to receive any packages too large for a mailbox.

4. Sue Melke, 330 Chidester #409, asked how the public can find what was included in the minutes for this meeting. Asked when the Border to Border Trail will be open on Water Street. She asked for the crosswalk on Catherine and Chidester to be repainted. She asked when buildings in this city will have appropriate disabled access.

5. Teresa Davis, invited the Mayor and Council to attend the first annual heart walk at the Villa at Parkridge.

## IX. REMARKS BY THE MAYOR –

- Requested Ms. Melke report buildings to the Building Department that have those accessibility. She added ADA is not triggered if a building is changing to the same use, such as retail to retail.

- She hopes as the parking issue is examined in Depot Town the position of the Border to Border Trail can be examined.

## X. PUBLIC HEARING –

1. Underground electrical easement for 15 S. Washington Street
   A. Resolution No. 2018-104, determination

   **RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the certain underground easement be granted to the DTE Electric Company, copy attached, is hereby approved and the mayor and city clerk are authorized to sign the same, subject to the approval of the city attorney.**

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Bashert

Assistant City Attorney Dan DuChene provided a synopsis to why this resolution has been submitted for approval.

   B. Open public hearing

      1. Bob Gillette, Michigan Advocacy Program Director, stated the Smith Furniture Building has been vacant for this last twenty-five years. As a result the electric needs be restored and now must be underground. The construction is on schedule for completion and they will be moving in June 21$^{st}$. The move will be in two phases, the first being June 21st the second phase will be in 2019. Prior to construction he met with Joe Meyers and the

former Economic Development Director Beth Ernat to discuss a parking plan. He does not believe the impact will be as great as stated during audience participation.

C. Resolution No. 2018-105, close public hearing

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That a Public Hearing regarding an Underground Electrical Easement for 15 S. Washington be officially closed.**

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the public hearing was closed.

Mayor Edmonds stated while she agrees parking needs to be addressed the issue is not the Michigan Advocacy Program. Part of the issue is the construction vehicles are using the permit parking spaces in the South Huron Lot.

Council Member Richardson stated the meeting about parking this morning was not aimed at discussing the Michigan Advocacy Program, but the downtown as a whole.

Council Member Bashert asked how long the parking lot will be disturbed during construction. Mr. Gillette believes it would only be a matter of days, under a week. Ms. Bashert asked if construction on the weekend could be avoided. Mr. Gillette responded he will pass that request on to the contractor. Mayor Edmonds add installing underground electric is a quick process. Interim Economic Development Director Joe Meyers stated he spoke with O'Neil Construction who quoted him one day, of just the area between the dumpster enclosure and the building.

On a roll call, the vote to approve Resolution No. 2018-104 was as follows:

| | | | |
|---|---|---|---|
| Mayor Pro-Tem Brown | Absent | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Council Member Richardson | Yes | Council Member Vogt | Yes |
| Council Member Bashert | Yes | | |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Brown) VOTE: Carried

**XI. <u>CONSENT AGENDA</u> –** Resolution No. 2018-106

1. Resolution No. 2018-107, approving minutes of April 17, 2018

   **RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

   **THAT the minutes of April 17, 2018 be approved.**

2. Resolution No. 2018 -108, approving Ordinance No. 1301: Ozone House Planned Unit Development (PUD) for 1600 Huron River Drive (Huron/Superior vacant lot) at Second and Final Reading.

   **RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

   **Whereas, the City of Ypsilanti supports the provision of adequate social services for its residents, particularly youth; and**

   **Whereas, Ozone House is a reputable provider of such social services; and**

**Whereas, Ozone House has proposed to consolidate many of their services to a newly constructed site at 1600 Huron River Drive; and**

**Whereas, the Planning Commission has reviewed the application for a Planned Unit Development, and has recommended approval.**

**Now Therefore Be It Resolved that the Ypsilanti City Council adopts the ordinance entitled "Ozone House Planned Unit Development" and approves the associated Planned Unit Development (PUD) Agreement on Second and Final Reading.**

3. Resolution No. 2018-109, approving Ordinance No. 1308: Bell-Kramer and Former City Landfill Well Prohibitions at Second and Final Reading.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That an ordinance entitled "An ordinance to amend Chapter 106, Article III, Division 3 "Groundwater Wells" of the Ypsilanti City Code to regulate the use of groundwater in certain areas of the City" for Bell-Kramer and Former City Landfill Well Prohibitions be approved on Second and Final Reading.**

OFFERED BY: Council Member Robb
SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the Consent Agenda was approved.

## XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-094, approving the Rental Inspection Fee Schedule Update ***(Tabled 4/17/18)***

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS, the City of Ypsilanti operates a rental inspection program; and**

**WHEREAS, City Council seeks to increase the fees associated with the rental inspection program in order to have a more complete cost recovery system for operations of the rental inspection department; and**

**WHEREAS, City staff has researched the cost of operations, the staff time associated with operations, and the comparable costs in similar communities.**

**NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the proposed Fee Schedule Update for the Rental Inspection Program to go into effect on June 1, 2018**

OFFERED BY: Council Member Bashert
SECONDED BY: Council Member Vogt

Mr. Meyers provided a synopsis regarding Resolution No. 2018-094.

Council Member Murdock stated he was under the impression this would be discussed during budget sessions because of staffing issues. He is not ready to vote on this resolution no because the questions he submitted were not answered. He added the documentation given for the recycling discussion has a different amount of rentals then this lists. He asked how many rental units are in the city and asked the five to fifteen hours listed for inspection is for a unit are each property. Mr. Meyers responded the building department lists the time it takes to complete an entire rental inspection, including the Building Department Secretary's hours, can range from one and a half to fifteen hours. It depends on the amount of issues in the inspected unit. The inspection would be for the whole property. Mr. Murdock asked how four people can service all of the city's rental properties. Mr. Meyers responded 40% of the time inspections are fairly simple, but 60% of the time there are one to five re-inspections. Mr. Murdock stated he wants to have a successful program and to do so it needs to be sufficiently staffed. Mayor Edmonds asked if Council Member Murdock is implying it is too difficult to calculate what would be appropriate for costs and staffing. Mr. Murdock responded he assumes the staff levels will remain the same, or it would have mentioned in this resolution. Council Member Bashert responded she believes the fee structure is separate from staff levels. Mr. Murdock disagreed. Ms. Bashert replied the cost for an inspection is not dependent on staff levels.

Mr. Meyers stated the Building Department is implementation a pilot program in which rental properties with no violations will be given a three year certificate of occupancy. Mayor Edmonds asked if that has been happening already because of the amount of work needing to be accomplished. Mr. Meyers responded he does not know, but will follow-up with the Building Department and forward that information to Council.

Council Member Bashert asked if the fee structure and staffing levels one issue. City Manager McClary responded he believes they are a single issue, and there needs to be a good understanding of all of the costs associated with inspections. It has become apparent the Building Department needs to do a better job of collecting data in order to prepare a fee schedule that is appropriate.

Council Member Murdock stated fees and the budget go together, and there are technological improvements that could be done to improve functions of the department. He would rather wait until budget to approve fees. Council Member Bashert stated staff worked hard to develop the fee structure and it appears Council Member Murdock does not feel an adequate study was completed. Mr. Murdock replied if Council sets this fee schedule now, and staff is increased during budget approval the fees will not match the costs. Mr. McClary stated there are two ways to calculate fees; the city knows how many rental inspections occurred in previous years. That data can be matched to costs associated with inspections. Moving forward time to complete inspections needs to be tracked to provide precise data for real costs, and he agrees technology upgrades need to be examined.

Council Member Robb stated there are sixty-six municipalities that provide rental inspections in Southeastern Michigan. This is not a new concept and has the city reached out to any of those municipalities to understand their structure. Mr. Meyers replied he has reached to a friend you works as an inspector in one of those communities, and two other communities. It is a challenge and Bolt Laws are difficult to quantify, and as far as he is aware the city cannot charge a landlord increased fees based on poor past inspections. He said he will reach out to other communities, and the department is working to amend procedures in order to produce better data. He hopes to have the new procedure in place by the beginning of the next fiscal year. Mr. Robb stated the BS&A Software is very powerful and it is not used at its full potential. He stated either rental inspections are important to Council, if they are they need to be properly funded, if not they need to be abandoned. He agreed inspections should be $150 per unit, if passed they unit should be given a three year certificate with a $50 charge each year. If the inspection is failed the re-inspection is free, but each year the unit would be charge $75. He would like to postpone this resolution until June as part of the Fee Schedule approval.

Mr. Meyers asked if Council is opposed to adding a three year multi-family certificate of occupancy. Mayor Edmonds asked if that would be per unit. Mr. Meyers responded it would be by building. Council Member Bashert agreed, and added she does not see a great incentive between charging $50 or $75, but she likes the idea. One of the mistakes the city has made is to cut staff that provide essential services and also fund the position. She feels that can be rectified without negatively impacting the budget and technology is a part of that.

Council Member Murdock stated he likes the two year cycle because of the turnover due to the transient nature of the student population. He asked if a landlord owns several properties and one passes first inspection while the others are in disrepair, would they be given a three year certificate. Mayor Edmonds agreed. Council Member Robb responded inspections are by address, and if one addresses fails the other address cannot be penalized. Mr. Meyers responded many properties are managed by the same company but owned by a different person.

Council Member Richardson supported maintaining the two year cycle based on the turnover of rentals.

Council Member Murdock stated Council has not cut positions in housing inspections. Council Member Robb added staff has been added to building inspections. Council Member Bashert amended her statement to that Council has not allowed the department to expand to meet the needs of the city.

Council Member Robb stated Council does not want to ever take this resolution up again and asked what the best would course of action to do that. Mr. Barr responded Council could move to table or vote the resolution down.

**Council Member Murdock moved, seconded by Council Member to table this resolution until budget sessions and fee schedule.**

On a roll call, the vote to table Resolution No. 2018-094 was as follows:

| | | | |
|---|---|---|---|
| Mayor Pro-Tem Brown | Absent | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Council Member Richardson | Yes | Council Member Vogt | Yes |
| Council Member Bashert | Yes | | |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Brown) VOTE: Carried

2. Resolution No. 2018-110, approving Intergovernmental Agreement with Washtenaw County Road Commission for Resurfacing of Emerick St.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS, Emerick Street from Grove to the I-94 expressway service drive is classified as a City Local Street under Michigan Public Act 51 of 1951, and the city is responsible for the maintenance of this street; and**

**WHEREAS, this portion of Emerick Street was rated as "Very Poor" under the city's Pavement Asset Management Plan completed in 2013; and**

**WHEREAS, the City of Ypsilanti, Charter Township of Ypsilanti, and Board of County Road Commissioners for the County of Washtenaw desire to work cooperatively and collaboratively to complete the resurfacing of this portion of Emerick Street to the benefit of the city and township; and**

**WHEREAS, the city identifies this project as a priority road improvement need and desires to collaborate with its municipal partners to complete this project during the 2018 road construction season;**

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby approve the <u>Emerick Street Pavement Removal and Resurfacing Project Agreement</u> between the City of Ypsilanti, Charter Township of Ypsilanti, and Board of**

**County Road Commissioners for the County of Washtenaw, with the city to pay an estimated cost of $55,000; and**

**BE IT FURTHER RESOLVED that the city council does hereby authorize administration to pay to the Washtenaw County Road Commission the January 31, 2012, invoice in the amount of $9,061.12 for the city's share of the cost of the 2011 River Street mill and overlay project as part of this agreement; and**

**BE IT FURTHER RESOLVED that the city council does hereby authorize the Mayor and City Clerk to execute the agreement on behalf of the city and authorize city administration to proceed with the Emerick Street resurfacing project during the 2018 road construction season.**

OFFERED BY: Council Member Richardson
SECONDED BY: Council Member Murdock

Mr. McClary provided an overview to why this resolution was submitted for approval.

Council Member Robb stated if he reads the memo properly the Washtenaw County Road Commission provided the specifications and bid out the project. Mr. McClary responded the Road Commission had already bid out their unit prices after reviewing the city's engineer's specifications. Mr. Robb asked if OHM agreed they would be designing this road to the County's specifications. Mr. McClary responded in the affirmative. Mr. Robb asked how the city became a part of the Road Commission's bidding process. Mr. McClary responded the city was not a part of the bid process. Mr. Robb asked how can the city become a part of that due to the unit prices the Road Commission was provided. Mr. McClary responded the Commission would not be able to perform work in the city limits, but they are able to collaborate on certain projects. Mr. Robb responded he is not asking for the Commission to perform the work he just wants to be a part of the process. Mr. McClary responded that is something the city can examine.

Council Member Murdock stated during the Grove St. project the city did not have the same specifications as the Road Commission. He explained the Road Commission only does roads, not curbs or anything else, which is where they save money. He asked if the Commission is given better prices because of the amount of work they do. Mr. McClary responded that is what he was told by OHM. DPS Director Stan Kirton agreed the quantity they purchase leads to decrease in cost. He added the specifications from the Road Commission are the same as OHM.

Council Member Robb asked if the Road Commission could be asked for their bid specifications.

Council Member Murdock asked if the county performs the work, or is it contracted. Mr. Kirton responded it was contracted.

On a roll call, the vote to approve Resolution No. 2018-110 was as follows:

| | | | |
|---|---|---|---|
| Mayor Pro-Tem Brown | Absent | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Council Member Richardson | Yes | Council Member Vogt | Yes |
| Council Member Bashert | Yes | | |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Brown) VOTE: Carried

3. Discussion - Mandatory Recycling Ordinance and Relocation of Recycling Drop-off Center

Mayor Edmonds asked the City Manager to provide Council answers to the next steps regarding the recycling drop-off center. Mr. McClary responded OHM has completed conceptual design for the parking lot and demolition of the existing recycling center. Cost estimates were provided, which include the cost of demolition but does not include any possible site remediation.

Council Member Murdock stated Council passed a resolution to share the cost of designs with the Downtown Development Authority (DDA). However, the DDA did not agree to share those costs, and he was surprised to hear Council withdrew the resolution. He would like the design process should include an open session to gather public input. He suggested scheduling a work session in a week, or two to get an idea of what the public is thinking. Mr. Meyers stated the City Planner is working with OHM to create more than one concept and those conversations are ongoing. Staff is working on producing a couple renderings of the parking lot rather than one layout to present to the public. Mayor Edmonds asked if the renderings include consideration for the Border to Border Trail. Mr. Meyers responded in the affirmative. Mr. McClary explained the design provided to Council maximizes the parking in that lot. Mr. Meyers stated the proposal is to pave the entire lot.

Mayor Edmonds asked if there has been bidding to provide environmental testing of the site. Council Member Murdock responded that would be a next step. Council Member Robb added Council has not made that decision.

Council Member Bashert asked how conversations are going with EMU regarding locating the recycling center there. Mr. Meyers responded conversations were suspended because of graduation, but will continue shortly. Mr. Kirton stated he has concerns about locating the center on EMU property because of the condition of the roads and it is not a secure area for a roll off. Mayor Edmonds asked if EMU could be asked if that road is scheduled to be repaired. Mr. Kirton replied EMU rarely repairs its roads.

Council Member Murdock asked for an estimated time staff would be ready for a public meeting to discuss potential designs. Mr. Meyers replied staff continues to work with OHM to create possible renderings and will ask them an estimated date they would be ready.

Mr. McClary stated information of costs if multifamily units were added to the city recycling service are in the packet provided to Council. The packet also includes how many multifamily units are in the city.

Mayor Edmonds asked how many rental properties are between four and six units. Council Member Murdock stated number of stops are what is important in terms of operations, and is not included in the information provided. He said the city does not have the financial capability to provide recycling services to the entire city. Mr. Meyers stated there are 252 properties that have between four and six units for a total of 1,486 units. Ms. Edmonds stated from what she has heard there are already properties that have over four units that are being serviced. Mr. Kirton stated DPS vets individuals to ensure they are eligible for the recycling program. Ms. Edmonds stated 252 additional buildings to service is a marginal increase. Mr. Kirton disagreed.

Council Member Bashert stated it is not a straight increase in cost because the recycling center would no longer be in service. She was told a recycling dumpster costs more than a traditional dumpster. Mr. Meyers responded a recycling dumpster would be the similar to traditional, maybe slightly more. She asked if the data collected only includes buildings the city currently picks up garbage. Mr. Meyer responded the data does not make that distinction.

Council Member Vogt asked is condominiums would be categorized as single family. Council Member Murdock responded in the affirmative.

Council Member Murdock stated recycling should not be defined as trash and asked why the city cannot use curb carts as recycling containers. He does not think an enclosure is necessary for curb carts but is necessary for dumpsters. A property with six units could be serviced by two curb carts. He asked if that would be an issue with the city's zoning and property maintenance code. He added the memo read staff is proposing a change to the property maintenance code, but an ordinance would be tied to that code. He asked why an ordinance would not achieve the same purpose. Mr. Meyers responded the concern was keeping a separate registration for recycling. It would be better to add that recycling be provided to the property maintenance code instead of creating another ordinance. Mr. Murdock replied that is an administration issue. When initially passed property owners would need to sign a form indicating they would provide that service, and then compliance would be based on complaints. Mr. Meyers responded it would be preferred to be a part of the property maintenance code (PMC) rather than 6,600 additional documents that need to be maintained. Mr. Murdock replied the city would not receive needed information if only a part of the PMC. Mr. Meyers replied he is not sure that information would not be obtained, it just would not occur initially. Mr. Murdock responded he is open to other possibilities. Mr. McClary interjected it is staff's hope to have recycling as a part of a checklist during inspections rather than create additional paperwork. Mr. Murdock stated the city and the county need to know where the recycling is being taken. Mayor Edmonds asked Council Member Murdock to clarify. Mr. Murdock replied just like the city tracks where trash is being taken, it should track where recycling is being taken.

Council Member Murdock stated the recycling center can either be left where it is, have it moved to a different staffed location, have it moved to an unstaffed location, or attempt to substitute an increased service level. In time, increased service level could properly substitute for the drop-off center. Ann Arbor or Ypsilanti Township could be used for a general recycling drop-off center. If the center is closed the items could be stored at the DPS yard until staff takes them to the recycling site. The city would only no longer take electronics and Styrofoam, but there could be a once a month staff drop-off. Council Member Robb replied recycling center staff informed him they make a bail a week of Styrofoam, we was shocked when he heard that. Mr. Murdock stated if it was compressed it would be less than a bail.

Mayor Edmonds asked what the operational cost of the center is. DPS Director Kirton responded roughly $8,000 to $10,000. Council Member Murdock replied that is for one person. Mr. Kirton responded in the affirmative, and explained one person for seven hours on Saturday. Mr. Murdock stated the center needs to be staffed on Thursday and Friday too. Mayor Edmonds asked if the $8,000 to $10,000 includes the Thursday and Friday. Mr. Kirton responded it only includes the Saturday. Mr. McClary responded he believes the total costs are around $21,000. Mr. Murdock stated there are additional costs associated with that; electricity and port-a-john. If the material is taken to an outside recycling center on Saturday there will be that cost, plus it could disrupt Monday pick-up if half the truck is filled.

Mayor Edmonds asked if there is a general sense of what the public would like done with the recycling center. Council Member Robb stated the city needs to understand what the cost will be to the remediation of the site of the current recycling center. Council Member Murdock stated it is important to have two to three proposals. Ms. Edmonds stated two of the major reasons she has interest in moving the parking center are parking and possibility of losing grant funding. Mr. Murdock responded it is the use of the building that is causing problems with grants. The building has been there for thirty years, and liquids have been spilled, but he is uncertain what remediation will be needed.

Council Member Bashert stated she does not think the particular location of the site is right for a canoe livery, but the Huron River Watershed Council wants the city to use the river to its potential. Council Member Robb stated this is an existing building that the Watershed Council would not have to spend additional money to build. Council Member Vogt suggested donating the building and telling them to relocate it. Mr. Robb responded he believes they are interested in a building that provides zero cost.

Mayor Edmonds asked what other potential sites for a recycling center there are outside of EMU. Mr. McClary responded there are not additional proposed sites. Ms. Edmonds asked why a recycling roll-off cannot be put at Water Works Park. Council Member Robb stated there is already an extreme issue with illegal dumping in the city, and that would only intensify it. The city should be getting out of the recycling business, and let people take their used batteries and oil outside of the city. Council Member Murdock stated there are five places locally a person can take used oil. Mr. Robb stated the beauty of this proposed ordinance is once recycling is mandated the city gets out of the recycling business. By deciding on an alternate site the city is promoting trash and illegal dumping. Mr. Murdock added Ypsilanti Township placed recycling roll-offs at their fire departments because they are staffed twenty-four hours a day, seven days a week and there still was an issue with illegal dumping. Mayor Edmonds asked if there is room for a roll-off at the Ypsilanti Fire Station. Mr. Kirton responded no.

Council Member Bashert asked if the school district has room at any of its properties. Council Member Robb stated for the same reason the city does not want people dumping trash in its parks, is the same reason the school district does not want a roll-out at their properties.

Council Member Murdock believes a comprehensive plan can be designed that maintains the ability to continue to collect what is currently being collected. However, until the new system is in place the drop-off will need to continue to operate.

Mayor Edmonds suggested reaching out to Ypsilanti Township to possibly use their facility on Clark Rd until the development of a long term plan. Mr. McClary agreed with this suggestion until a permanent program is implemented. Council Member Murdock stated the township compost site has a list of fees, but does not include normal recycling, it is mostly for chemicals. Mr. McClary responded the city would most likely have to contribute to the recycling program, but he was holding off on those conversations until Council gave direction. Mr. Murdock stated the Ann Arbor site is closer to the residents of the western part of Ypsilanti.

Mayor Edmonds stated the decision to remove the recycling center has been made, Council must now decide if it wants to move the recycling center to another location.

Council Member Murdock stated two ordinances were drafted; one for all rental units and one for properties with four or more units. He suggested the ordinance for all units in case something changes, in the meantime for those properties under four units on the form they can indicate city service.

## XIII. **LIAISON REPORTS** –

A. SEMCOG Update – Council Member Richardson stated SEMCOG completed a water study which is available at the Clerk's Department. Also, the 50th anniversary flag can be seen at the Clerk's Department.
B. Washtenaw Area Transportation Study – Council Member Murdock stated there was a controversy regarding the flashing yellow crosswalk lights. There was a patent dispute and the federal government removed its blessing to use those lights. However, the federal government now has Okayed the lights and now MDOT must accept their use. Those could possibly be used at some areas on W. Cross.
C. Urban County - None
D. Ypsilanti Downtown Development Authority – Mr. Meyers stated there was a downtown business mixer held recently, which was very successful.
E. Eastern Washtenaw Safety Alliance - None
F. Friends of Rutherford Pool - None
G. Housing Equity Leadership Team - None

## XIV. **COUNCIL PROPOSED BUSINESS** –

Robb

- Asked when the street sweeping begins this spring.

- The curb is falling apart on the sidewalk on the 100 block of Michigan Ave.

- Asked if, when the Smith Furniture Building becomes an office, if it would be a change of use.

  Mr. Meyers responded he does not believe it would be a change of use.

Richardson

- Plans are being made for a joint meeting with EMU. City Council and Department Heads should begin communications to strength relationships with the university.

- EMU is planning a community-wide town hall in June.

- The next showing of the film 'Walking While Black' will be on May 23rd at Parkridge Community Center. She recommends everyone sees this movie.

- When the city stopped taking care of the parks the Heritage Neighborhood Association adopted Parkridge Park and they were given an award for their efforts. Now many different groups of people are taking interest in that park and want to make changes. There needs to be a process to inform neighborhoods on how parks are changed.

Murdock

- Asked what the plan is about the fire damaged house on South Grove.

  Mr. McClary responded the city has received around $12,000 to hold in reserve to ensure either repairs are completed or the structure is demolished. Council Member Richardson stated she has driven by the home and there is no question it needs to be demolished. Council Member Murdock asked for the schedule for that process.

- Asked about the former Idle Hour.

  Mr. McClary responded he will check with the Building Department. Mr. Meyers believes there is some construction happening at that address.

- He asked about a SWAT Team training event.

  Mr. McClary responded he will instruct the Police Chief to provide Council with information regarding that.

- He asked the status of the Huron Street alley, and why the city does not have the power to find a solution or ensure city ordinances are followed.

  Mr. McClary responded that one of the parties in the lawsuit is trying to get the city to mediate. Council Member Murdock stated it is the city's alley. Mr. McClary agreed, and explained the issue is private property that sits in the middle of the alley. Mr. Murdock stated it is a public alley and asked what an easement has to do with the issue. Mr. McClary responded one of the parties is questioning what his rights are to use the alley way, but the city must allow the court system to make its determination. He believes the parties are not at a point that they would be willing to agree to make a compromise. Mr. Murdock understands there is an issue with buildings extending into the alley. Council Member Robb replied one of the buildings extends into the alley, but it is not owned by one of the parties. Mr. Murdock responded he believes one of the individuals involved has a building that extends into the alley. Mr. McClary replied that was raised as a side issue, and is not an issue with the city. However, the city would need to have an interest to fund a survey. Mr. Robb asked if the right-of-way is being blocked, if it is, it needs to be cleared. Mr. McClary responded the city granted an easement to two properties to install fire escapes. One of the parties requested the city grant an easement for an additional fire escape. His stance is to not make that determination until the city is aware of the decision of the court.

  Council Member Murdock stated there is still an individual putting construction debris in the alley because they cannot get a roll off in the alley to service it. Mr. McClary responded the code enforcement officer is following up on that issue.

- The Council Information Letter (CIL) stated there is a need for an interim treasurer. He asked if this is an opportunity to examine combining the Clerk and Treasurer positions.

  Mr. McClary responded the reason for the vacancy is the Treasurer is on leave, and staff is examining several different options on an interim basis.

Bashert

- She asked if the list of vacant and dangerous buildings is published.

- She is considering submitting a resolution supporting the Medicare for all movement in Michigan, and ask if there is support from Council.

- The garbage is getting out of hand in the downtown, and something needs to be done prior to the beginning of summer events. She asked if the Department of Public Services would be able to do a cleanup.

- She asked if the list of commissions could be alphabetized on the website.

- She asked why there were two DDA meetings regarding parking at the same time; one for Downtown and one for Depot Town.

  Council Member Murdock responded neither one of the meetings were DDA meetings. Council Member Bashert responded it is ridiculous to have two parking meetings with two groups of Council Members going to either meeting. She said it appears each business district is being treated independently.

  Mr. McClary stated one of the suggestions he heard during the meeting involving downtown businesses is parking should be handled separately because they have different needs. Council Member Bashert replied she does not agree with that. Parking should be handled in a unified manner. It only adds to the division of the business community of this city. Mayor Edmonds responded that is not the general sense felt at the DDA Board level.

## XV. COMMUNICATIONS FROM THE MAYOR –

- After the change in personnel staff has been regrouping to continue its work on the community benefits ordinance (CBO). She hopes to have the CBO work session scheduled for some time in early June.

  Council Member Murdock stated before the staff change Council was told it would be provided with a flow chart. He asked for that chart to be provided to Council and to the public prior to the meeting. Mayor Edmonds agreed.

- She met with Council Member Richardson and will be working to coordinate a community meeting.

  Council Member Richardson asked when the Mayor reaches out to setup a community meeting she should first speak with that Wards representatives. Mayor Edmonds apologized.

- The Police Chief and City Clerk are working to organize the first meeting of the Police and Community Advisory Board.

## XVI. COMMUNICATIONS FROM THE CITY MANAGER –

- Update on Train Platform
- Update on Public Participation Policy

- City Manager's Reports will be provided to Council every Friday rather than prior to the Council Meeting. This will provide Council with more timely information.

- The proposed budget has been submitted to City Council this evening in accordance with the City Charter.

- Budget work sessions will be held on May 15th, 17th and 22nd. The first meeting will include regular business, a budget town hall, a presentation from John Kaczor, and Council discussion.
- Staff communicated with Ypsi Proud that modification to a park facility must follow the appropriate process.

- There is still an interest in working out a development agreement for 220 N. Park. More information will be provided to Council as it becomes available.

- The city is still waiting for approvals from MDOT for the W. Huron pedestrian crossing signage and the Huron and Cross pedestrian crossing improvements. He should have an update in Friday's report.

  Council Member Murdock asked that what was submitted be provided to Council. Mr. McClary responded in the affirmative.

- Provided Council will an update on the status of the Border to Border Trail. The city is required to place stone between the trail and the riverbank to provide a buffer from the contamination.

- He met with the DDA Executive Committee to discuss the concerns they have with police services. There will be a follow-up meeting on Thursday, and he believes the city and the DDA are not as far apart on the matter as originally thought. He is confident a solution can be found that would be to the satisfaction of both parties.

- The city was engaged in services to provide cost estimates for what the city will need to migrate away from Washtenaw County IT. The county has been very cooperative with the consultants. The plan should be completed by the end of this month and then bring to Council purchases that need to be made and installations needed to have an independent system.

- A follow-up meeting with the Streets Capital Improvements Plan Committee will be scheduled in order to finish the committee's work.

- DPS Director Stan Kirton will be providing information on the schedule for the installation of speed bumps on Ferris and Dwight.

- EMU has indicated their intent to deed the N. Adams Parking Lot to the city. Once the deed is prepared Council will need to approve the acceptance of that property.

  Council Member Murdock stated part of the letter of intent made mention of tasks the city could do at its own cost, and asked if there are plans to complete those tasks. Mr. McClary deferred the question to the City Attorney. City Attorney John Barr responded it would be in the city's best interest to perform those tasks.

- Staff met with OHM to review work already completed for the train platform.

- The May Council/Manager meeting dates are included in his report, he encouraged Council to attend at least one of the meetings.

Mayor Edmonds asked Council has been attending those meetings. Mr. McClary responded so far only one Council Member has participated.

Mayor Edmonds asked what the timeline is for the Friends of the Freighthouse agreement. Mr. McClary responded staff does not yet have a timeframe for when that will return to Council. Ms. Edmonds asked when the agreement expires. Mr. McClary responded not for some time.

Council Member Robb stated the purchase agreement for 220 N. Park expired two weeks ago, he asked is the process simply going to start from the beginning. Mr. Meyers responded after discussion with the Attorney's Office, and the request would be to extend the purchase agreement and add items to be included in the development agreement to the purchase agreement.

Council Member Murdock asked if the city will not be using the highly recommended consultant for the train platform. Mr. McClary responded at this point the city does still anticipate using those services.

Council Member Richardson stated it was clear at the breakfast meeting held several weeks ago the city would be taking the lead. The city needs to get the steps in order or the project will lose the support it has.

**Council Member Vogt moved, seconded by Council Member Robb to extend the meeting until 11:00 p.m.**

On a roll call, the vote to extend the meeting until 11:00 p.m. was as follows:

| | | | |
|---|---|---|---|
| Mayor Pro-Tem Brown | Absent | Council Member Robb | Yes |
| Council Member Murdock | No | Mayor Edmonds | Yes |
| Council Member Richardson | No | Council Member Vogt | Yes |
| Council Member Bashert | No | | |

VOTE:

YES: 3 NO: 3 (Bashert, Murdock, Richardson) ABSENT: 1 (Brown) VOTE: Failed

**Council Member Murdock moved, seconded by Council Member Bashert to adjourn.**

On a roll call, the vote to adjourn the meeting was as follows:

| | | | |
|---|---|---|---|
| Mayor Pro-Tem Brown | Absent | Council Member Robb | No |
| Council Member Murdock | Yes | Mayor Edmonds | No |
| Council Member Richardson | No | Council Member Vogt | No |
| Council Member Bashert | Yes | | |

VOTE:

YES: 2 NO: 4 (Robb, Vogt, Edmonds, Richardson) ABSENT: 1 (Brown) VOTE: Failed

**Council Member Vogt moved, seconded by Council Member Richardson to extend until 10:50 p.m.**

On a roll call, the vote to extend the meeting until 10:50 p.m. was as follows:

| | | | |
|---|---|---|---|
| Mayor Pro-Tem Brown | Absent | Council Member Robb | Yes |
| Council Member Murdock | No | Mayor Edmonds | Yes |
| Council Member Richardson | No | Council Member Vogt | Yes |
| Council Member Bashert | No | | |

VOTE:

YES: 4 NO: 2 (Bashert, Murdock) ABSENT: 1 (Brown) VOTE: Carried

**XVII. COMMUNICATIONS –**

**XX. AUDIENCE PARTICIPATION –**

1. Sue Melke, 330 Chidester #409, stated she is very irritated the Border to Border Trail is not open for the season. Two months ago the city was aware it needed to install a buffer, she asked what the city is doing to make it get finish this project.

   Mr. Meyers responded staff is in the process of receiving estimates for the work. At the next meeting Council will be submitted a grant to pay for needed activities to open the trail. Once the trail is remediated it will require a new compliance report from DEQ, once that is completed the city can acquire its certificate of completion the trail can be opened. There is a lot of people working as diligently as possible to open the trail. Council Member Vogt asked when the trail would open in a worst case scenario. Mr. Meyers responded December, and explained the city is at the mercy many companies doing many things to open the trail.

**XXI. REMARKS FROM THE MAYOR –**

Nominations:

Ethics Board
Charisa G. Allen (new appointment)
450 Burton Court
Ypsilanti, MI 48197
cherisaallen@gmail.com

Planning Commission
Michael Simmons (new appointment)
128 Bell Street
Ypsilanti, MI 48197
resolvingconflicts@yahoo.com

**XVIII. CLOSED SESSION -**

Closed session to discuss City Clerk evaluation pursuant to OMA 15.268, Section (8)(a)

**Council Member Richardson moved, seconded by Council Member Vogt to adjourn to Closed Session.**

Council Member Bashert strongly objected adjourning to Closed Session because of Mayor Pro-Tem Brown's absence. Council Member Richardson stated it is unjust to the Clerk and City Manager to continue to delay the evaluations. Ms. Richardson asked the City Clerk if she would like to proceed with the evaluation. City Clerk McMullan responded she would like to proceed. Ms. Bashert responded she appreciates the Clerk's stance, but it is not about her. Ms. Richardson responded the evaluation is about the Clerk. Ms. Bashert responded it is about all of Council being present for the evaluation.

Council Member Murdock stated he is baffled that the review committee has not provided all of Council a report of its work along with the individual evaluations. He explained because of that he will be voting no to adjourn to Closed Session.

On a roll call, the vote to adjourn to Closed Session was as follows:

| | | | |
|---|---|---|---|
| Mayor Pro-Tem Brown | Absent | Council Member Robb | No |
| Council Member Murdock | No | Mayor Edmonds | Yes |
| Council Member Richardson | Yes | Council Member Vogt | Yes |
| Council Member Bashert | No | | |

VOTE:

YES: 3 NO: 3 (Bashert, Murdock, Robb) ABSENT: 1 (Brown) VOTE: Failed

Council Member Robb stated the evaluations could take place in Open Session. Mayor Edmonds replied staff requested Closed Session. Ms. McMullan responded she is not concerned if the evaluation occurs in Open Session because the process has not been followed appropriately. She stated she asked for the individual evaluations and was not given them. Council Member Richardson asked why the Clerk was not provided the individual evaluations. Ms. Edmonds responded she will need to get them into one place.

Ms. McMullan requested the name of the Council Member be attached to the score given.

Council deliberated on scheduling the evaluations.

**XXII. ADJOURNMENT –**

Resolution No. 2018-111, adjourning the City Council meeting

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.**

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the meeting adjourned at 10:50 p.m.

Resolution No. 2018 – 118
May 15, 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT, the following individuals be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

| **NAME** | **BOARD** | **EXPIRATION** |
|---|---|---|
| Charisa G. Allen<br>450 Burton Court<br>Ypsilanti, MI 48197<br>(New Appointment) | Ethics Board | May 1, 2023 |
| Michael Simmons<br>128 Bell Street<br>Ypsilanti, MI 48197<br>(New Appointment) | Planning Commission | May 1, 2021 |

OFFERED BY: ____________________________________________

SUPPORTED BY:____________________________________________

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
May 15, 2018

To: Mayor and City Council

From: Joe Meyers, Interim Director of Community and Economic Development

Subject: Local Site Remediation Revolving Fund ("LSRRF") Grant Extension

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SUMMARY & BACKGROUND: In September 2016, city staff and environmental consultants AKT Peerless, applied for a grant from the Washtenaw County Brownfield Authority ("WCBRA") for the remediation of the ground contaminants surrounding the new walking trail around Water Street. Over the past two years staff has worked to get the trail opened.

While we are at the point in finishing the project, our grant period has ended need to get an extension on our grant to recover the additional costs. Staff requested that the WCBRA extend our grant for 6 months to cover the additional costs to opening the trail.

On May 2, 2018 the WCBRA agreed to extend the grant and the city council is required to do the same.

ATTACHMENTS: WCBRA Contract extension

RECOMMENDED ACTION: Staff recommends approval of the six month contract extension.

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CITY MANAGER APPROVAL: ________________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

Resolution No. 2018-119
May 15, 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, The City of Ypsilanti seeks to fully utilize the Border-2-Border Trail at the Water Street site safely without environmental concern; and

WHEREAS, the City has been granted up to $240,000 from the WCBRA for the remediation of environmental contaminants around the Water Street trail area from the LSRRF the City will receive reimbursement for action funds expended not to exceed $240,000; and

WHEREAS, the City has exceeded the 12 month grant period, has not spent all of the funds and could get reimbursed for the expenses over the next few months, and

WHEREAS, the WCBRA has agreed to a 6 month extension on the grant to allow for the added costs to be reimbursed to the city,

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs it's Mayor and Clerk to extend the grant with the WCBRA to 18 months to remediate the Border-2-Border Trail at Water Street development area.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

# OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

May 3, 2018 **_CR #46161.1_**

***Amanda Edmonds***
***Mayor***
***City of Ypsilanti***
***1 S. Huron***
***Ann Arbor, MI 48197***

Dear Mayor Edmonds,

The Washtenaw County Brownfield Redevelopment Authority herewith consents to extend the expiration date for the $240,000 LBRF Grant provided to the City of Ypsilanti for the Water Street Path Remediation by amending the Grant Agreement. The grant expiration section of the Grant Agreement will be revised to allow an additional 6 months, to a total of 18 months after the date of the original agreement, to complete all remediation activities approved by the Washtenaw County Brownfield Redevelopment Authority at their May 3, 2018 meeting. Washtenaw County's Corporation Counsel has indicated that this amendment can be accomplished by a letter signed by both parties. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

The LBRF Grant Agreement between the Washtenaw County Brownfield Redevelopment Authority and the City of Ypsilanti, CR # 46161, is hereby amended as follows:

Section 8, Grant Expiration, shall now read as follows:

All Eligible Activities shall be completed within eighteen (18) months of this Agreement, unless the Authority grants an extension.

All other terms and conditions remain the same as in the original Grant Agreement.

ATTEST: WASHTENAW COUNTY

[redacted]

Lawrence Kestenbaum (DATE) James Harless, WCBRA Chair, (DATE)
County Clerk/Register

APPROVED AS TO FORM: CITY OF YPSILANTI –

Curtis Hedger, Corporation Counsel

Accepted by______________________________

Original: Clerk
Vendor
cc: Department
Purchasing

# BUDGET TOWN HALL
# OVERVIEW PRESENTATION

**City of Ypsilanti, Michigan**

**FY 2018-2020 Biennial Budget**

*Darwin McClary, City Manager*

*Marilou Uy, Finance Director*

***May 15, 2018***

## LEGAL BASIS FOR MUNICIPAL BUDGETING

- **MICHIGAN CONSTITUTION**
  - Michigan municipalities are political subdivisions of the state and derive their authority and powers from state law
  - Article VII, Sec. 21 – Authorizes state legislature to provide by law for incorporation of cities, tax levy limitations for municipal purposes, and debt limitations
  - Article VII, Sec. 32 – Requires a public hearing prior to adoption of a municipal budget
  - Article IX, Sec. 3 – Provides for uniform ad valorem taxation of property; incorporates provisions of Proposal “A”
  - Article IX, Sec. 10 – Establishes constitutional state revenue sharing
  - Article IX, Sec. 21 – Requires annual uniform accounting and auditing of public monies in accordance with state law
  - Article IX, Sec. 25-34 – Headlee Amendment provisions

# LEGAL BASIS FOR MUNICIPAL BUDGETING (cont'd)

- **MICHIGAN HOME RULE CITY ACT – PA 279 OF 1909**
  - Establishes mandatory and permissive city charter language
  - Limits tax levy to 10 mills unless otherwise allowed in charter up to 20 mils; Ypsilanti charter allows up to 20 mils
  - Requires an annual appropriation of monies for municipal purposes
  - Requires a uniform system of accounts in accordance with law
  - Limits the total amount of city indebtedness to 10% of assessed value of property in the city; exempts certain debt from the statutory limitation

# LEGAL BASIS FOR MUNICIPAL BUDGETING (cont'd)

- **MICHIGAN UNIFORM BUDGETING AND ACCOUNTING ACT – PA 2 OF 1968**
  - Requires uniform chart of accounts
  - Requires audit and establishes auditing procedures and content of audit report
  - Establishes minimum procedures for budget preparation, adoption, and maintenance as well as minimum budget content
  - Requires a balanced budget (may include appropriations from reserve balances)

# LEGAL BASIS FOR MUNICIPAL BUDGETING (cont'd)

- **YPSILANTI CITY CHARTER**
  - Establishes the city's fiscal year (July 1 to June 30)
  - Establishes the procedures and deadlines for preparation, public hearing, adoption, administration, and amendment of the annual budget
  - Requires the City Manager to prepare a budget message with certain minimum content
  - Requires adoption of ordinances for general appropriations and tax levies
  - Establishes procedures and requirements for preparation and adoption of the Capital Improvement Plan
  - Establishes the procedures for levying and collection of taxes
  - Establishes procedures and limitations for issuance of debt and levying of special assessments

# LEGAL BASIS FOR MUNICIPAL BUDGETING (cont'd)

- **YPSILANTI CITY CODE OF ORDINANCES**
  - Creates the Capital Improvement Reserve Fund
  - Creates the Sidewalk Improvement Reserve Fund
  - Creates the Workers Compensation Fund

# WHERE DOES THE MONEY COME FROM?

## MAJOR REVENUE SOURCES:

- Real and personal property taxes (millages)
- Payments in lieu of taxes (PILOTs) and municipal service fee agreements
- Penalties and interest on taxes and administrative fee
- Special assessments
- State shared revenue – constitutional and statutory
- Franchise fees
- Grants
- Fines, fees, and charges
- Act 51 (Major and Local Streets) – gas & weight taxes and vehicle registration fees
- METRO Act – private utility fees for use of rights-of-way

# MICHIGAN'S MUNICIPAL FINANCE SYSTEM IS BROKEN – REVENUE LIMITATIONS

- **Headlee Amendment to Michigan Constitution**
  - Requires the city to roll back its millage rates if the city's taxable value grows faster than the rate of inflation after accounting for new construction and losses
  - In essence, does not permit tax revenue on existing property to grow faster than inflation
  - Penalizes older, mature communities that do not benefit from new development

# MICHIGAN'S MUNICIPAL FINANCE SYSTEM IS BROKEN – REVENUE LIMITATIONS (cont'd)

- Proposal "A" amendment to Michigan Constitution - 1994
  - Creates concept of "taxable value" as the basis for levying taxes, replacing State Equalized Value (SEV)
  - Caps increases in taxable value at 5% or rate of inflation, whichever is less
  - Taxable value can plummet without limit but cannot grow again in excess of the Proposal "A" cap
  - City lost $124 million in taxable value (30%) during recession between 2007 and 2013; we are still $96 million lower than 2007, resulting in a loss of tax revenue for 2018 of $3.3 million for FY 2018-19 based on the proposed tax levy of 34.62 mils

# MICHIGAN'S MUNICIPAL FINANCE SYSTEM IS BROKEN – REVENUE LIMITATIONS (cont'd)

- **State Shared Revenue Reductions**
  - Constitutional portion cannot be reduced
  - Statutory portion has been reduced over time by the legislature
  - Cumulative loss to the city in statutory revenue sharing between 2002 and 2016 is $11.8 million

# MICHIGAN'S MUNICIPAL FINANCE SYSTEM IS BROKEN – REVENUE LIMITATIONS (cont'd)

- **Personal Property Tax Elimination**
  - State began phasing out personal property taxes on industrial and commercial properties beginning in 2014
  - Cumulative loss to the city between 2014 and 2017 is $1.9 million

# MICHIGAN'S MUNICIPAL FINANCE SYSTEM IS BROKEN – REVENUE LIMITATIONS (cont'd)

- **Act 289 Fire Services Grants**
  - Act 289 of 1977 provides grants to certain municipalities with state facilities (e.g., prisons, universities) for fire protection services under a statutory formula
  - State has been funding these grants at less than 50% of the statutory formula
  - City should receive more than $800,000 annually under the formula but is currently only receiving $405,000

# MICHIGAN'S MUNICIPAL FINANCE SYSTEM IS BROKEN – REVENUE LIMITATIONS (cont'd)

- **Act 51 Road Funding**
  - Act 51 of 1951 requires the state to distribute a portion of vehicle gas and weight taxes and registration fees to cities, villages, and county road commissions for local road maintenance
  - Grant funding is available for federal aid roads and bridges only, and local matching funds are required
  - The city's Act 51 funding barely covers Major and Local street routine maintenance and leaves little for major repairs or reconstruction
  - Wear life of a concrete road is 30-40 years; asphalt with curb and gutter is about 20-25 years; open ditch asphalt is 10-15 years
  - The city must discuss how it is going to adequately fund the significant road and bridge replacement needs of the city

# BUDGET STRUCTURE – FUND ACCOUNTING

- **Budgetary Funds**
  - The city's budget contains several separate funds for the proper accounting of revenues and expenditures:
    - General Fund – accounts for general operations and departments
    - Major and Local Streets Funds – accounts for Act 51 revenues and expenses for road maintenance and improvement
    - Public Safety Fund – accounts for the revenues and expenditures related to the new county public safety millage
    - Garbage and Rubbish Collection Fund
    - DDA Funds – accounts for revenues and expenditures related to DDA TIF captures
    - Capital Improvement Fund – accounts for revenues and expenditures for capital equipment and projects costing more than $5,000

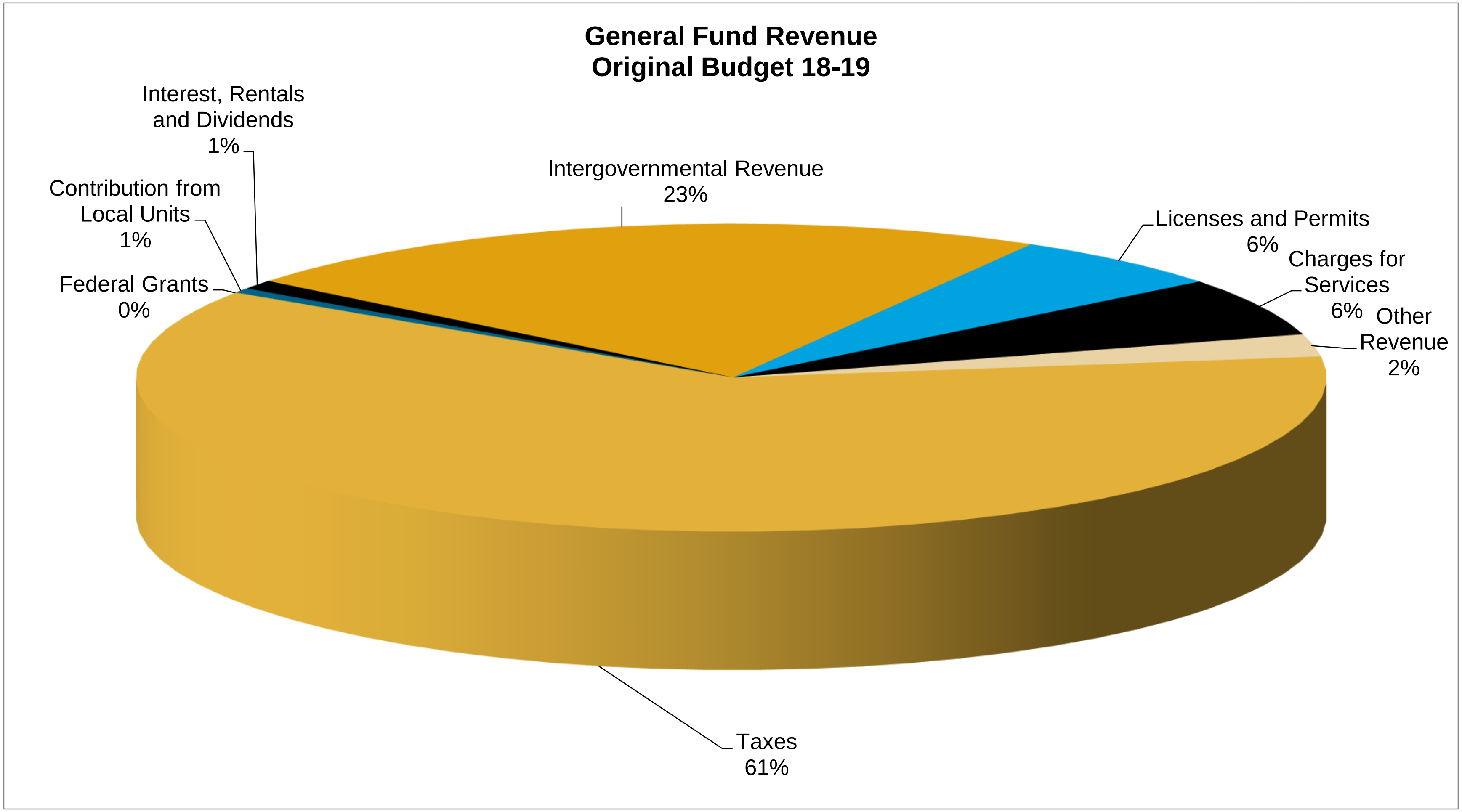
# BUDGETARY EXPENDITURES

- **Budgetary Funds (cont'd)**
  - Economic Development Authority Fund – accounts for revenues and expenditures related to the Economic Development Corporation
  - Sidewalk Improvement Fund
  - Public Transit Fund – accounts for revenues and expenditures related to the city's public transit millage
  - Motor Pool Fund – accounts for revenues and expenditures related to all purchased and leased city vehicles
  - Workers Compensation Fund
  - Police and Fire Pension Fund – accounts for revenues and expenditures related to the police and fire Act 345 pension millage and obligations
  - Retiree Benefits Fund
  - Debt Funds – accounts for revenues and expenditures related to the city's various debt obligations

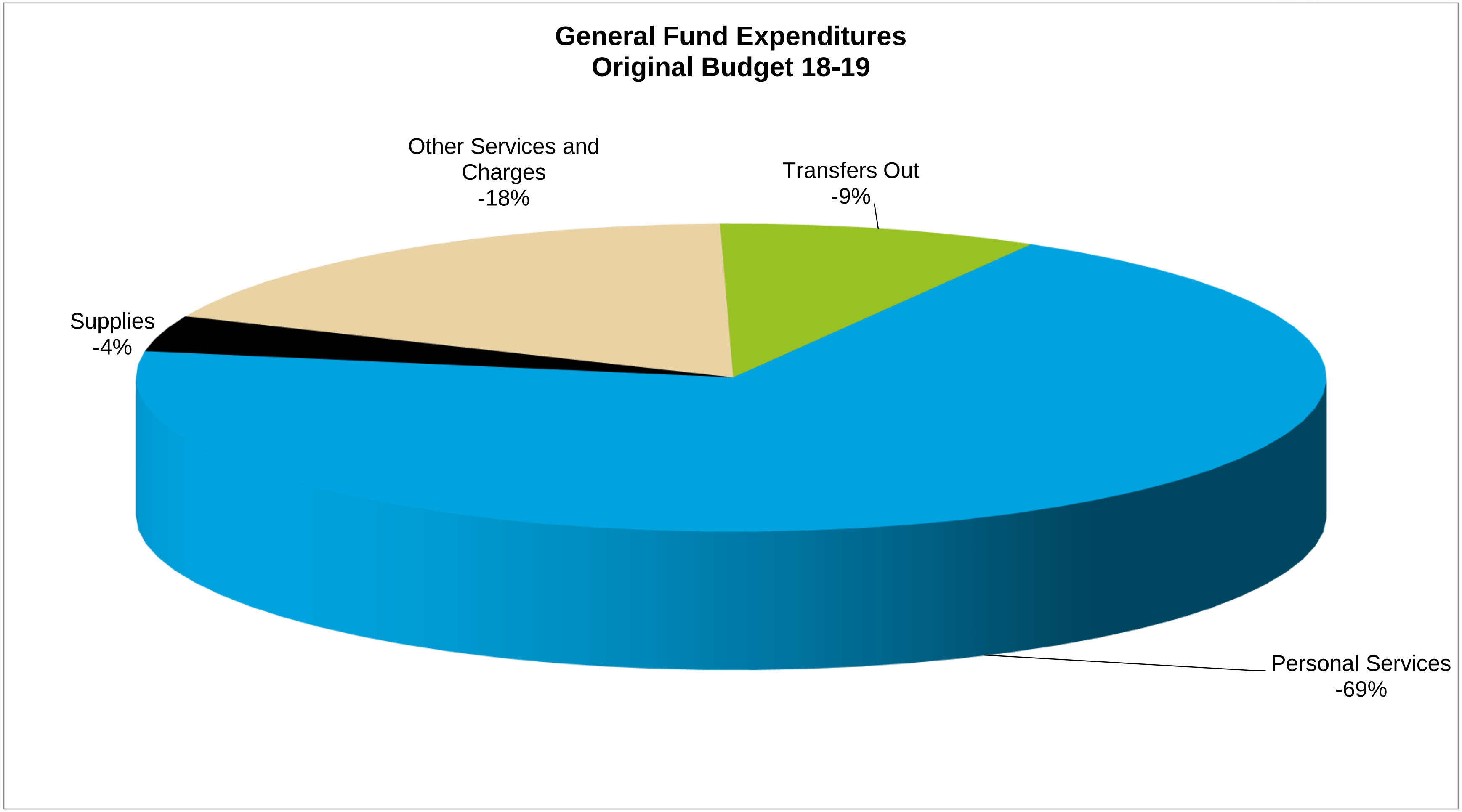
# GENERAL FUND REVENUES AND EXPENDITURES

- **General Fund Overview**
  - Accounts for the general operations and departments of the city, including general administration, attorney, police, fire, DPS administration, parks and recreation, and contributions to other funds
  - 2018-19 proposed general operating millage levy = 18.5287 mils, a reduction of 0.2099 mil from the current year
  - Revenues = $13,941,932
  - Expenditures = $13,674,993
  - General Fund budget is equal to the FY 2003-04 budget, but the city has 44 less full-time employees than in 2003

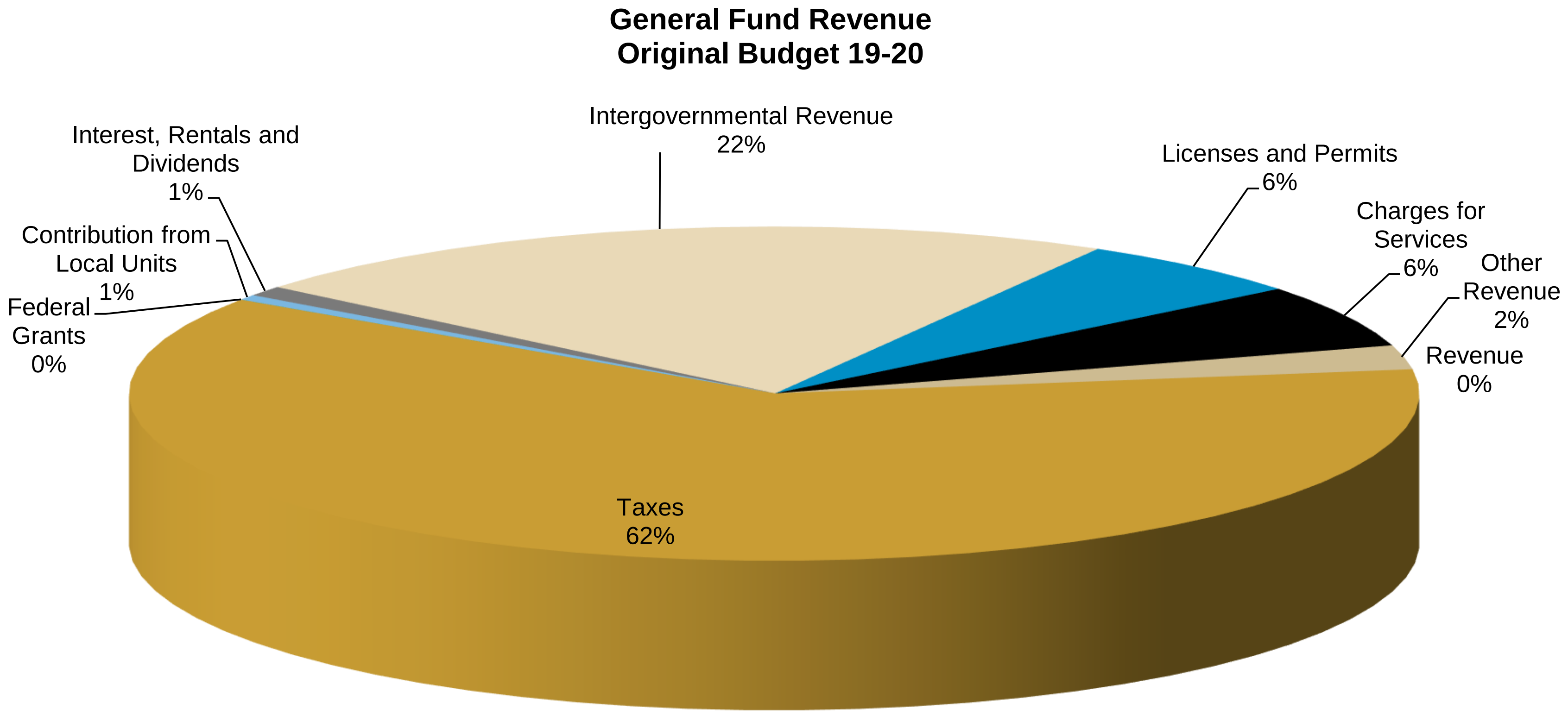
# GENERAL FUND REVENUES AND EXPENDITURES



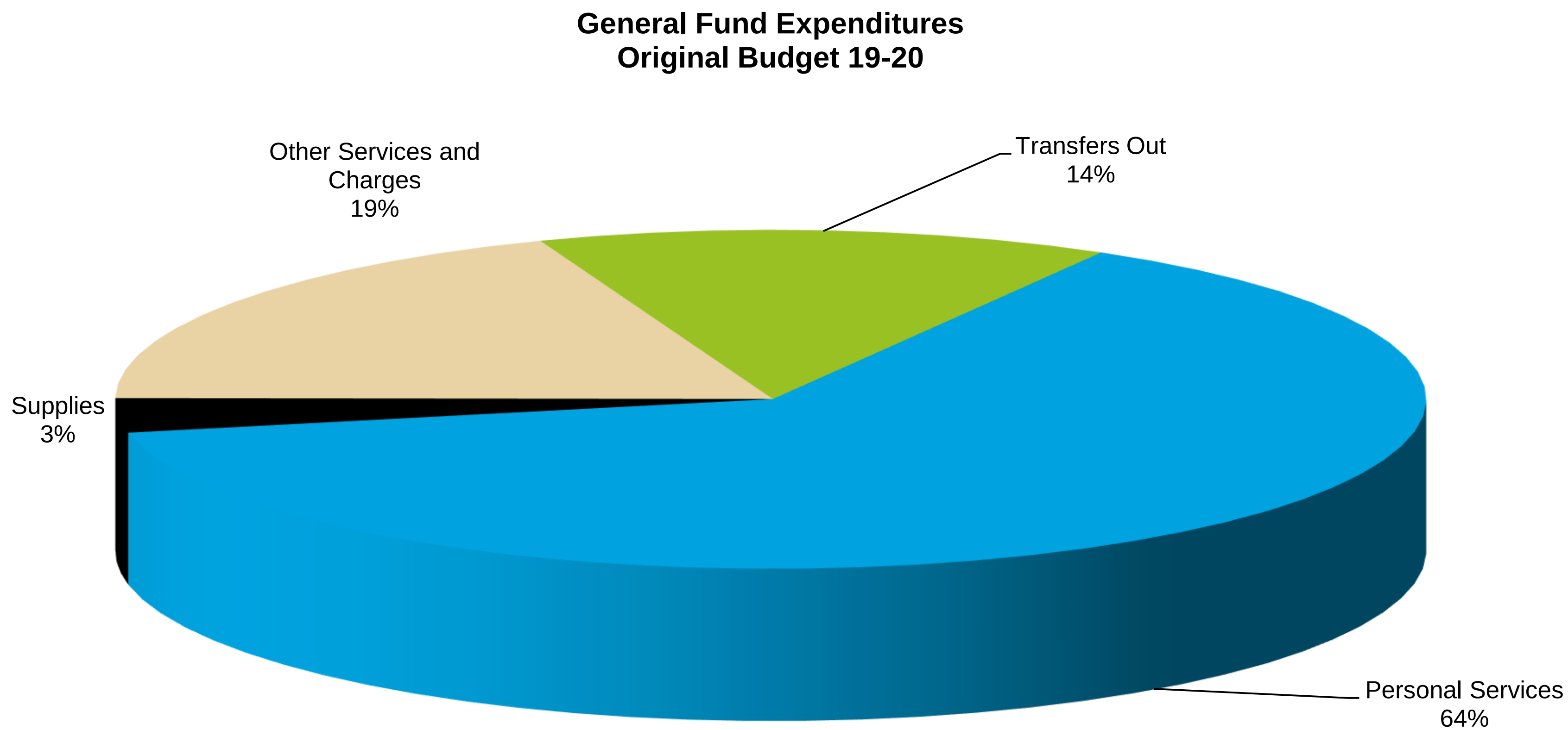
# GENERAL FUND REVENUES AND EXPENDITURES



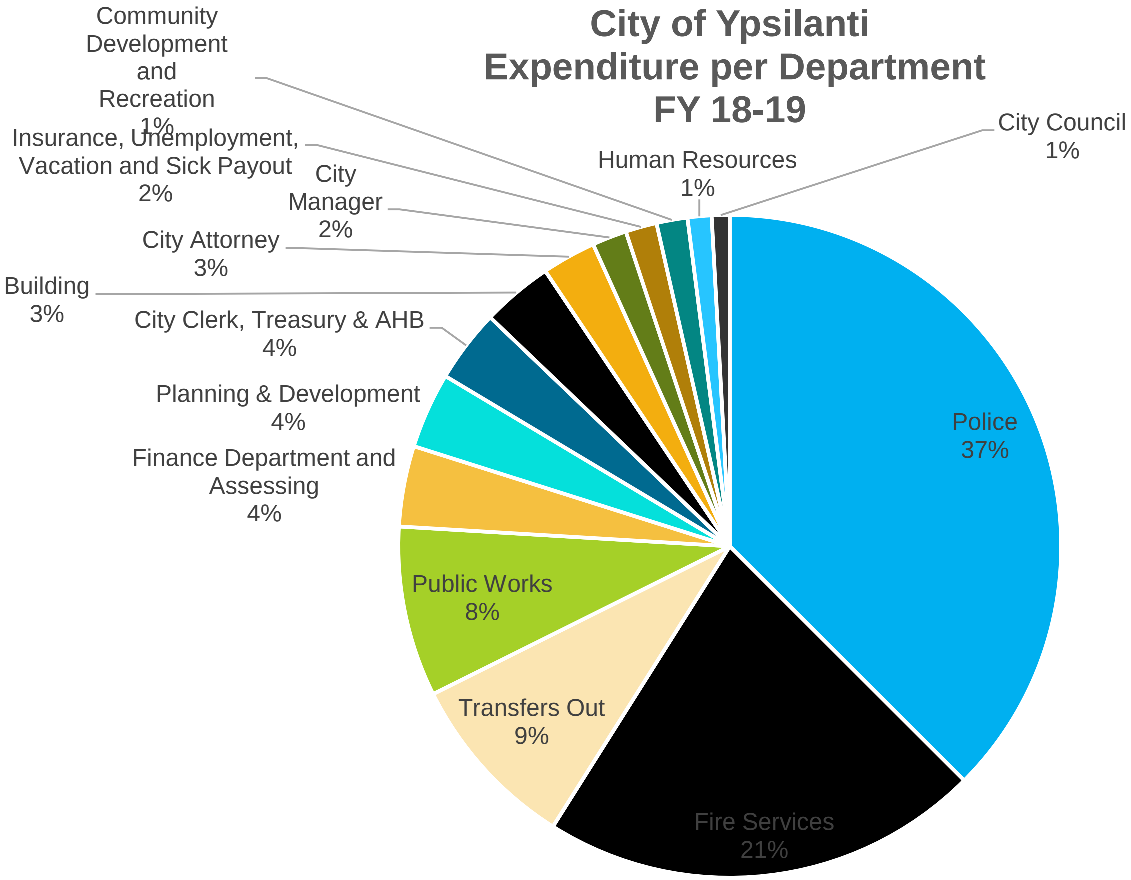
# GENERAL FUND REVENUES AND EXPENDITURES



# GENERAL FUND REVENUES AND EXPENDITURES



# GENERAL FUND EXPENSES BY DEPARTMENT – FY 2018-19



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# WANT MORE INFORMATION?

**To learn more about the 2018-2020 Biennial Budget:**

- **Attend the city council's budget work sessions on May 15, 17, and 22**
- **View and/or download a copy of the proposed budget at www.cityofypsilanti.com/Archive.aspx?ADID=575 or by scanning this QR code:**

# Five-Year Budget Forecast

City of Ypsilanti

Presented by Municipal Analytics

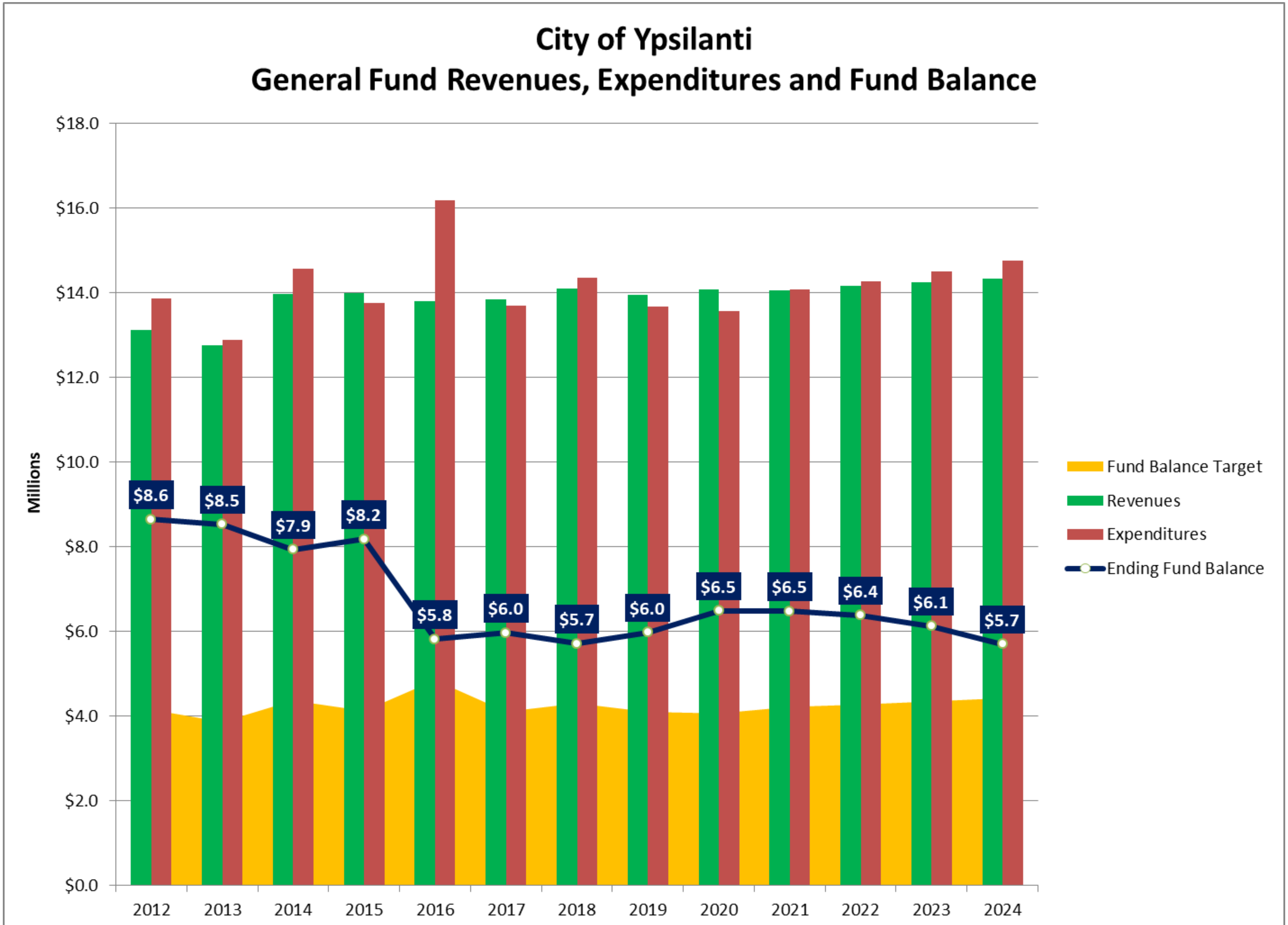
# Primary Assumptions

- Property tax revenues: 1.0% per year increase
- State Revenue Sharing: 1.0% per year increase
- All other revenues unchanged

- 2% wage increases
- Healthcare costs: 5% increase per year
- Dental & Optical insurance: 3.5% increase per year
- General operating costs: 2.0% annual increase

# Additional Assumptions

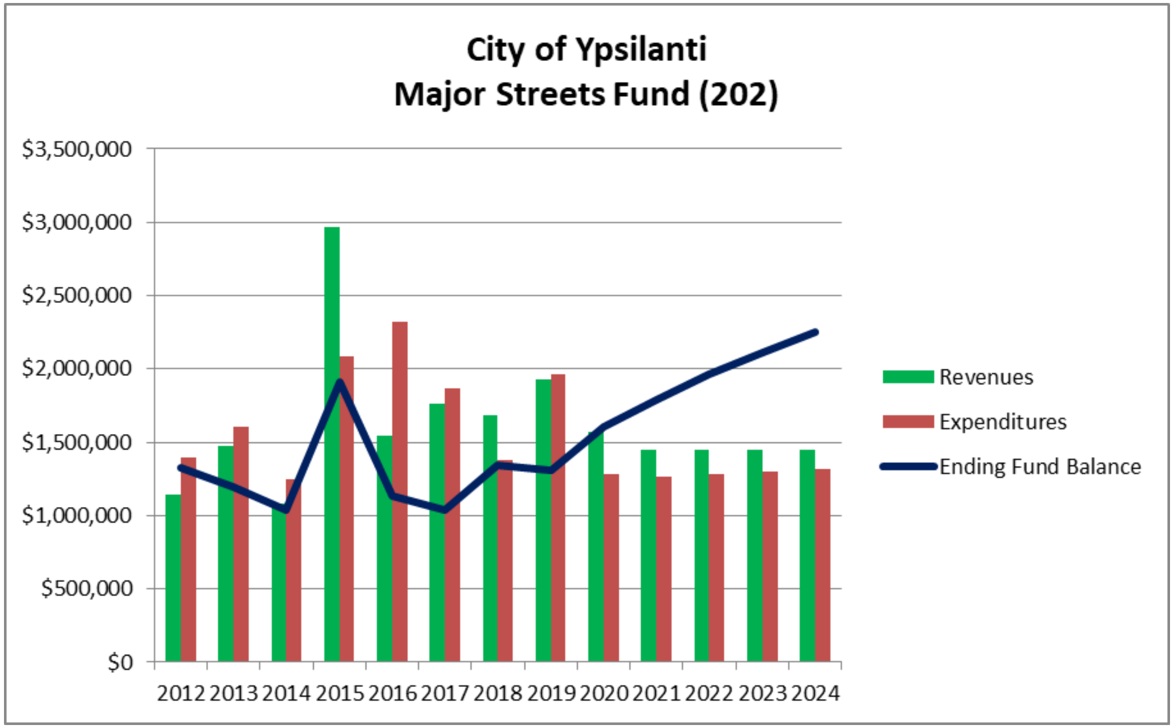
- Includes proposed staffing increases in all future years
- P&F Overtime remain at 2019 levels
- Most recent CIP and Facility Operating estimates are included in the forecast model
- Police equipment rental charge: $100,000 per year
- Fire equipment rental charge: $150,000 per year
- DPS equipment rental charge increased $200,000/yr
- GF transfer to Garbage Fund averages $90,000 per year
- Essential services reimbursement program continues to evolve-model assumes lower payments in future



City of Ypsilanti
General Fund Revenues, Expenditures and Fund Balance
Millions
$18.0
$16.0
$14.0
$12.0
$10.0
$8.0
$6.0
$4.0
$2.0
$0.0
$8.6
$8.5
$7.9
$8.2
$5.8
$6.0
$5.7
$6.0
$6.5
$6.5
$6.4
$6.1
$5.7
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Fund Balance Target
Revenues
Expenditures
Ending Fund Balance

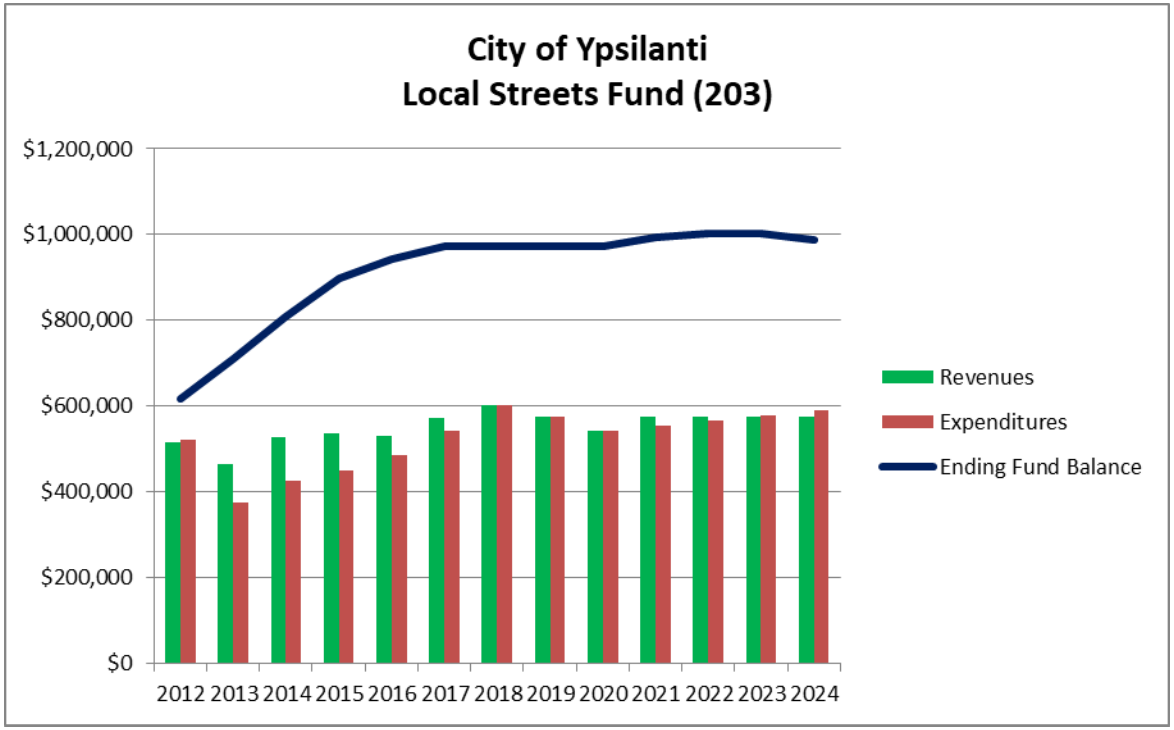
# Major Streets Fund

- 10% of Major Streets Act 51 revenue is assumed to be transferred to Local Streets
- $300,000 per year Major Streets construction funding
- $122,000 County road millage revenue, through FY 2020



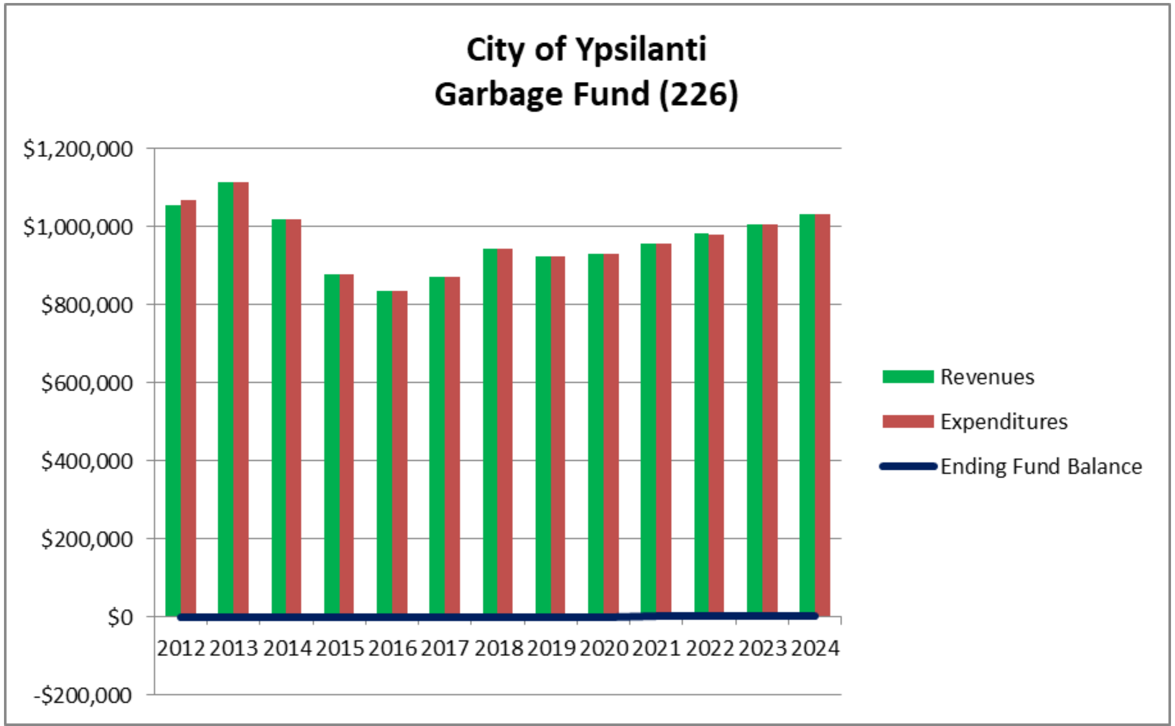
# Local Streets Fund

- Future Local Streets funding assumed to be less than FY 2018
  - Salt for Other Entities omitted in future years
- Fund balance suggests some potential for small capital projects; may be able leverage funds to obtain grants



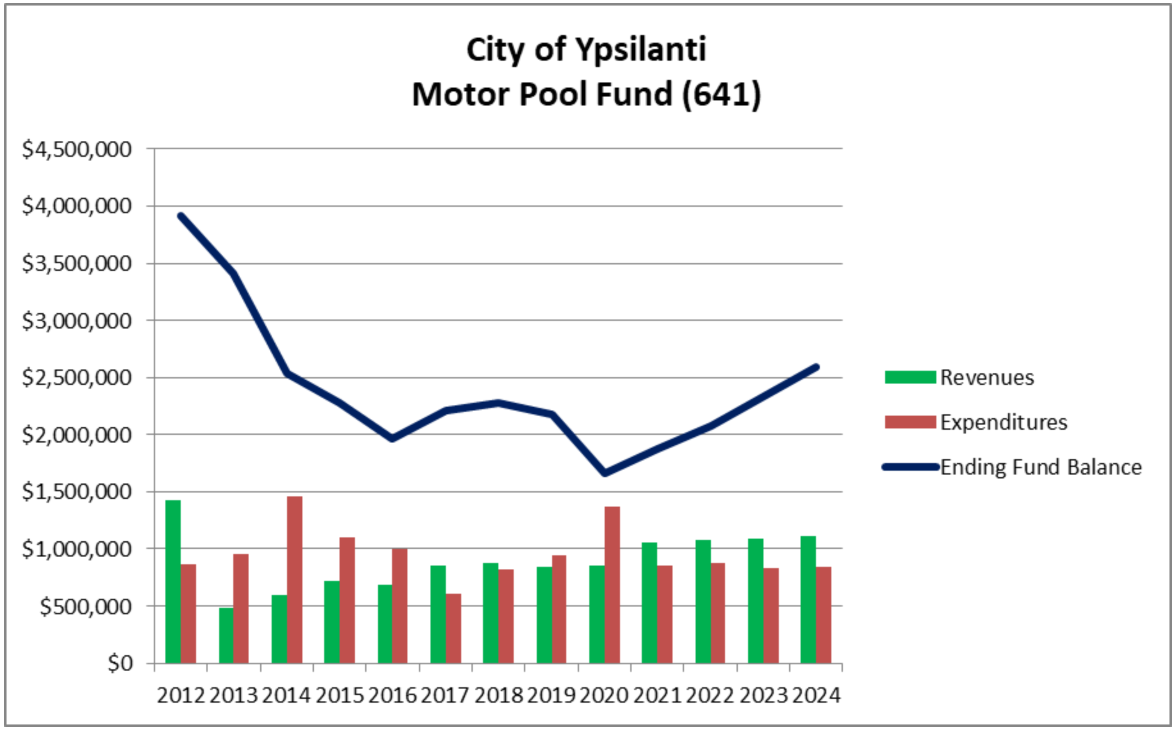
# Garbage Fund

- Reliance on subsidies from other funds persists
- $90,000 average GF subsidy for next 6 years
- $123,000 average expense for Motor Pool equipment
- Garbage hauling contract will be bid in 2019-future costs not known until bids are received (3% inflation assumed)



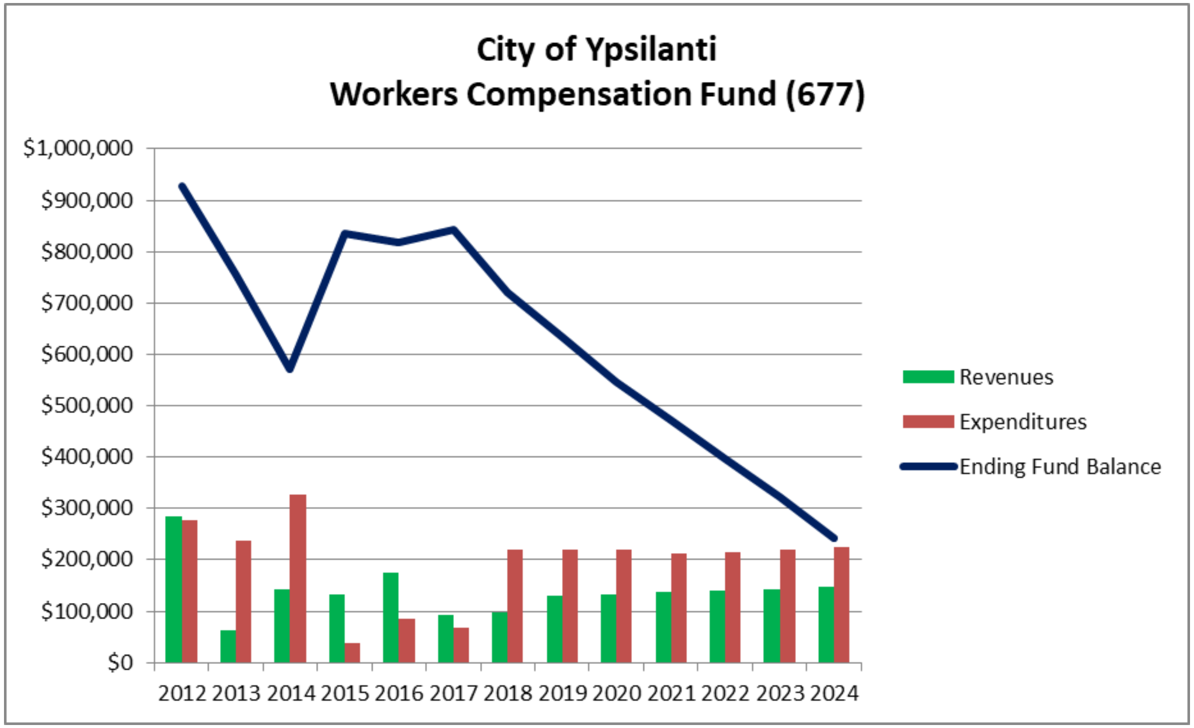
# Motor Pool Fund

- New CIP program should provide better forecast of future equipment needs
- Equipment rental charges to DPS assumed to increase substantially



# Workers Compensation Fund

- Switch to MML pool insurance will stabilize costs
  - No need to carry large fund balance
- To achieve full cost recovery, charges to departments will need to increase
  - Cost increases moderated by using available cash reserves



# Conclusions/Suggestions

- As a whole, the City's primary operating funds are the most stable they have been in many years
- General Fund costs will need to be monitored carefully to ensure long-term stability
- Garbage Fund continues to operate at a deficit
  - Resolving this issue would be significant benefit to GF
- Motor Pool Fund outlook will be more reliable upon completion of CIP
- Funds are expected to be available for some additional street improvements
  - Leveraging reserve funds to match grants should be considered

# CITY MANAGER BUDGET PRESENTATION

City of Ypsilanti, Michigan

FY 2018-2020 Biennial Budget

***May 15, 2018***

# OFFICE OF THE CITY MANAGER

- **MISSION**
  - The mission of the Office of the City Manager is to ensure efficient, cost effective, high quality core municipal services for the residents and businesses of the City of Ypsilanti through the application of sound and innovative municipal management principles in cooperation and collaboration with the city council, staff, community, other governmental units, and civic, charitable, and non-profit organizations.
- **VISION**
  - The Office of the City Manager will be a leading edge, trend setting, best practice department that will help to guide the Ypsilanti community to long-term financial, economic, environmental, historical, and cultural sustainability and serve as a management model for other comparable communities to emulate.

# OFFICE OF THE CITY MANAGER

- **VALUES**
  - *Trust*. *Our actions will build public trust.*
  - *Quality*. *We strive for excellence, professionalism, and pride in our work.*
  - *Innovation*. *We encourage creative thinking and reasonable risk taking and utilize the latest technology and techniques to achieve our purpose.*
  - *Individualism*. *We respect individuals and their uniqueness, embrace diversity, and treat everyone fairly.*
  - *Teamwork*. *We recognize the need to work as a team, understand the impact of our individual actions on the rest of the team, work cooperatively to accomplish our mission and goals, and promote open communication.*

# OFFICE OF THE CITY MANAGER

- **VALUES** (cont’d)
  - *Efficient and Effective Service. We strive for efficient and effective public service by being trendsetters and leaders, practice sound financial management, take pride in conserving public resources, and promote collaboration in service delivery.*
  - *Future Orientation. We make decisions that stand the test of time, allow us to control our own destiny, promote the interests of the community for the long term, and provide a sense of place and home for all.*

# OFFICE OF THE CITY MANAGER

- ## GOALS AND OBJECTIVES
  - ***Goal #1 - Promote Sound and Prudent Financial Management***
    - ***Objective #1:*** *Budget as Planning and Control Tool – Prepare new budget format that supports long-term financial planning for the city, including a comprehensive capital plan; invest in purchase order system to better manage budget control and compliance with purchasing policies*
    - ***Objective #2:*** *Grant Opportunities - Identify and actively pursue new grant opportunities to assist in the funding of city operations*
    - ***Objective #3:*** *Revenue Sources – Identify and recommend to council options for new revenue sources to assist in funding city operations*
    - ***Objective #4:*** *Establish Reasonable and Competitive Employee Compensation System – Through collective bargaining and collaboration with non-union employees, establish a compensation system that is reasonable, sustainable, and competitive with comparable communities*

# OFFICE OF THE CITY MANAGER

- **GOALS AND OBJECTIVES (cont'd)**
  - ***Goal #2 – Promote Efficient and Effective Municipal Operations***
    - ***Objective #1:*** *<u>UtilizeTechnology</u> – Identify and implement new, affordable technology (e.g., computer hardware and software, internet, telecommunications systems) to improve city operations; invest in legislative management system; invest in new work order system for better tracking and reporting of department and employee work tasks*
    - ***Objective #2:*** *<u>Improve Workflows</u> – In collaboration with the Human Resources Department, analyze existing workflows within and between departments and implement reorganization initiatives and processes that optimize work and achieve efficiencies*
    - ***Objective #3:*** *<u>Update Job Descriptions</u> – In collaboration with the Human Resources Department, review job descriptions, analyze job requirements, and update job descriptions to reflect current needs of the organization with an emphasis on cross-training and job flexibility*
    - ***Objective #4:*** *<u>Personnel Recruitments</u> – Complete the recruitment and selection of new Economic Development Director and Fire Chief*

# OFFICE OF THE CITY MANAGER

- **GOALS AND OBJECTIVES (cont'd)**
  - ***Goal #3 – Promote Proper Management of Capital Assets and Infrastructure***
    - **Objective #1:** *IT Migration* – Complete the implementation of comprehensive information technology (IT) migration plan for the city
    - **Objective #2:** *Capital Improvement Plan* – Formulate a comprehensive capital improvement program, including identification of funding sources, to address the short-term and long-term capital needs (streets, bridges, sidewalks, facilities, buildings, grounds, equipment, vehicles, and parking lots) of the of the city

# OFFICE OF THE CITY MANAGER

- **GOALS AND OBJECTIVES (cont'd)**
  - ***Goal #4* - Promote Beneficial and Effective Board, Commission, and Staff Relations and Professional Development**
    - **Objective #1:** *Employee Recognition Program* - Prepare and implement an effective and meaningful annual employee recognition program
    - **Objective #2:** *Employee Compensation* – Within budget constraints, prepare and maintain an employee compensation system that is competitive with comparable municipalities and that is based on merit
    - **Objective #3:** *Employee Professional Development* – Within budget constraints, identify the training and professional development needs of employees to help them effectively and successfully perform their jobs and invest in necessary training and development
    - **Objective #4:** *Board and Commission Training* – Within budget constraints, work with city council to identify the training needs of boards and commissions to help them effectively and successfully perform their duties and invest in necessary training; establish a mandatory training program as needed
    - **Objective #5:** Human Resources Administration – Re-establish comprehensive, fully functional human resources management division

# OFFICE OF THE CITY MANAGER

- **GOALS AND OBJECTIVES (cont'd)**
  - **Goal #5: Promote Open, Transparent, Inclusive, and Collaborative Governance**
    - **Objective #1:** *Public Communication* – Fully utilize the city's web site, Twitter account, other social media, and traditional media to communicate with the public on important issues affecting the community; encourage citizens to register on the city's web site for the "NOTIFY ME" service
    - **Objective #2:** *Public Document Access* – Fully utilize the city's web site as a repository for financial documents, permit and application forms, and other important documents for accessibility by the public
    - **Objective #3:** *Public Participation in Decision Making* – Actively seek the participation of, and input by, the public in important decisions affecting the community
    - **Objective #4:** *Partnership and Collaboration* – Actively seek partnerships and other collaborative opportunities with private, non-profit, charitable, and civic organizations and other governmental units to provide quality core municipal services and to achieve community goals

# OFFICE OF THE CITY MANAGER

- ## GOALS AND OBJECTIVES (cont'd)
  - **Goal #6: Promote a Positive Community Image**
    - **Objective #1:** *Public Relations* – Utilize the city's web site, social media, and traditional media to effectively communicate positive accomplishments in the city on a regular basis
    - **Objective #2:** *Community Promotion* – Utilize branding media, placemaking, and other promotional tools to promote the city as a premier place to live, work, shop, dine, and recreate
    - **Objective #3:** Citizen Response Management – Invest in, and utilize, available technology to improve responsiveness to citizen requests for service

# CITY MANAGER BUDGET – 101-172

- HIGHLIGHTS
  - **Staffing**
    - Unchanged at 1.6 FTE positions
      - City Manager – 1.0 FTE
      - Executive Secretary – 0.6 FTE
  - **Salaries**
    - Assumes 2% wage increases for FY 2018-19 and FY 2019-20
  - **Benefits**
    - Assumes 10% increase in health care premiums; will re-evaluate and adjust when consultants provide projections
    - City Manager opts out of city health insurance coverage at a savings of about $13,000 annually to the city

# CITY MANAGER BUDGET – 101-172

- **HIGHLIGHTS (cont'd)**
  - **Operating Expenses**
    - EHIM costs eliminated due to change to new HMO health program
    - Office Supplies includes $15,341 for technology and replacement of furnishings for City Manager, Executive Secretary, Intern, and two conference rooms
    - Contractual Services in City Manager department provides for independent budget analysis and other services
    - Professional Development provides for the City Manager's attendance at the ICMA annual conference, MME winter and summer institutes, MML annual convention, MML Capitol Conference, MPELRA workshops, and other workshops and seminars
    - Equipment Rental provides for departmental contribution to Motor Pool Fund
    - Memberships and Dues provides for the City Manager's membership in ICMA, MME, and MPELRA
  - **Other Highlights**
    - Combined City Manager Administration and City Manager Community Services budgets
  - **Net Change from Current Year**
    - City Manager's budget has increased from $203,598 to $225,942 (11%; 3.4% excluding one-time capital expenditure for technology and furnishings)

# ATTORNEY-PERSONEL – 101-267

- HIGHLIGHTS
  - **Litigation Expense**
    - Legal services will decrease by $30,000 from $50,000 to $20,000 or 60% as a result of concluding collective bargaining for some unions; police patrol contract will expire in December 2018
    - Supplemental appropriation may be necessary depending on status of fire union negotiations

# QUESTIONS?

# HUMAN RESOURCES BUDGET PRESENTATION

City of Ypsilanti, Michigan
Amended FY 2017-18
Amended FY 2018-19

***May 15, 2018***

# Human Resources Department

- **MISSION**
  - The Human Resources Department mission is to provide quality service to employees and retirees, meeting their needs in employment, benefits, training, and safety while maintaining our city's policies and procedures.
- **VISION**
  - The Human Resources department aspires to build partnerships with employees at all levels and to create a culture of value for all employees. This culture encourages and rewards exceptional performance and continuous improvement, fosters teamwork, and supports balanced attention to work. The department will provide services of high quality while creating a healthy professional environment that fosters respect for both diverse perspectives and a service orientation.

# Human Resources Department

- **VALUES**
- **Celebrate Teamwork:** Encourage the diversity of thoughts, experiences, and backgrounds and celebrate participation and partnership in all endeavors.
- **Encourage Communication:** Solicit the input of others and strive for transparency and inclusiveness.
- **Professional and Accountable**: Adhere to high professional standards of quality, competency and conduct. Act with honesty and integrity. Remain current in professional practice. Accessible to answer to stakeholders for results in accordance with policies, standards, commitments and principles. Document, measure and report performance and evaluate program effectiveness.
- **Respectful**: Considerate, thoughtful and engaged in manner and approach. Exercise the considered judgment of trusted advisors.
- **Champion Employee Development:** Committed to maximizing the potential of every individual and to support and promote the City as a learning organization.
- **Model Leadership:** Lead by example and advocate equitable treatment in our behaviors, policies, and practices.
- **Produce Quality Results:** Believe those we serve deserve excellent service, a safe, productive, and healthy work environment, and quality results.
- **Promote Honesty, Integrity, and Trust:** Honor commitments and conduct business in a manner that promotes fairness, respect, honesty, and trust.

Human Resources Department

- **GOALS AND OBJECTIVES**
  - ***Goal #1 – Boost Employee Morale***
    - ***Objective #1: Prepare and implement an effective and meaningful employee recognition programs.***
    - ***Objective #2: Establish reasonable and competitive employee compensation***
    - ***Objective #3: Develop leaders by creating leadership training and succession plan to develop and identify upcoming leaders in each department***

  - ***Goal #2 – Promote Organizational Diversity and Inclusion***
    - ***Objective #1: Establish employment recruitment program for applicant outreach to minority populations***
    - ***Objective #2: Achieve the highest rating on the Human Rights Campaign Municipal Equality Index Rating System***

Human Resources Department

- **GOALS AND OBJECTIVES (cont'd)**
  - ***Goal #3 – Promote Positive and Effective Management/Staff Relations***
    - ***Objective #1: Visit with employees at remote locations to hear employee ideas and concerns***
    - ***Objective #2: Conduct a yearly anonymous survey on employee concerns and relations***
    - ***Objective #3: Re-establish yearly annual reviews***
  - ***Goal #4 – Conduct Effective Recruitment and Staffing while being responsive to departmental needs.***
    - ***Objective #1: Hire effectively and effectively for all positions that open due to retirements or resignations.***
    - ***Objective #2: Monitor recruitment with tracker to establish a 30 day hire deadline.***

- **GOALS AND OBJECTIVES (cont'd)**
  - ***Goal #5 – Increase Human Resources Departmental Efficiency***
    - ***Objective #1: Reducing paper forms for employee transactions as much as possible***
    - ***Objective #2: Promote compliance with Federal and State Labor Laws***
    - ***Create an FMLA management system/Utilize Incode fully with FMLA tracking***
    - ***Maintain audit system for all FSLA guidelines***
    - ***Maintain an I9 compliance and management system***
  - ***Goal #6* – Promote Effective and Efficient Municipal Operations**
    - ***Objective #1: Update job descriptions reflecting current or anticipated job duties and ADA requirements for all current city positions***

- **GOALS AND OBJECTIVES (cont'd)**
  - ***Goal #7*** **– Establish and Implement a Comprehensive Training Program**
    - ***Objective #1: Create a training matrix for all job positions***
    - ***Objective #2: Schedule annual training based on training matrix***

# HUMAN RESOURCES BUDGET – 101-270

- **HIGHLIGHTS**
  - **Staffing**
    - Requesting PT HR Assistant .50 FTE
      - Job Description enclosed
      - Ability to provide same level of quality HR service while I am visiting other locations, in meetings, and/or if I am to ever find my self on leave. The department would have someone fully trained in all practices and policies.
      - HR Assistant will also assist me in tasks so I can look at bigger picture items for the City's strategies.
  - **Salaries**
    - Assume salary or wage increases for FY 2018-19 and FY 2019-2020
  - **Benefits**
    - Assume 15% increase in health care premiums; will re-evaluate and adjust when consultants provide projections

# CITY MANAGER BUDGET – 101-172
# HUMAN RESOURCES BUDGET – 101-270

- **HIGHLIGHTS (cont'd)**
  - **Operating Expenses**
    - Contractual Services in Human Resource Department includes all pre-hire testing for additional staffing.
    - Professional Development provides for the attendance at the Michigan Society of Human Resources Management annual conference and other conferences, workshops or seminars
    - Memberships and Dues provides for SHRM and MPLERA membership
  - **Net Change from Current Year**
    - Human Resources budget has increased from $110,560 (FY 2017/2018) to $159,707 (FY 2018/2019) (44%). As positions in all departments are added, HR's contractual services budget also increases. Also, this would include my request for the PT HR Assistant.
    - Human Resources budget has also decreased from $159,707 (FY 2018/2019) to $153,999 (FY 2019/2020) (3.6%). Projecting a decrease in contractual services budget if we hire in the previous FY. Still includes PT HR Assistant.

# QUESTIONS?

# YPSILANTI CITY ATTORNEY

John M. Barr

Barr, Anhut & Associates, P.C.

BUDGET PRESENTATION

2018

105 Pearl Street • Ypsilanti, MI 48197-2611
(734) 481-1234 • Fax (734) 483-3871

# Ypsilanti City Attorney

- City Charter Section 4.07
- City legal officer to serve as chief legal advisor to
- City Council, City Manager and
- All City departments, offices and agencies and
- Represent the City in all legal proceedings and
- Perform any other duties prescribed by law of Sate of Michigan, by ordinance or resolution.

# RETAINER ACCOUNT

- The retainer account, starting with the 2015 contract includes both general representation and city prosecution in 14A-2 District Court and settlement conferences in 14A-1 District Court, and representation at  Administrative Hearings Bureau formal hearings.

- Contract amount for the City Attorney Retainer is $220,000 in twelve equal payments.

# LITIGATION ACCOUNT

- The City Attorney Litigation Account includes all other litigation and related matters on an hourly basis plus costs.
- Attorney rate is $125 per hour.  Staff rate is $40 to $90 per hour.
- The yearly total varies from year to year, depending on demand. Historical averages have been in the neighborhood of $90,000 to $100,000.
- The budget presented also includes $20,000 for legal settlements that is not part of firm compensation.

# SPECIAL COUNSEL

- The city also hires special counsel for special legal work, including labor and environmental law.  These amounts are not part of the City Attorney budget.

# CLERK AND TREASURY DEPT. BUDGET

FY2018-19

MAY 15, 2018

***FRANCES M. MCMULLAN***

# CITY COUNCIL

BB Page 135

| AMENDED BUDGET 2017/2018 | MANAGEMENT BUDGET 2018/2019 |
|---|---|
| **114,586** | **119,198** |

- BUDGET CONSISTENT
- 101-7-1010-799-00

  $4,600

  - MAYOR'S COMPUTER
  - COUNCIL MEMBER TABLETS

# CLERK'S OFFICE

BB Page 125,138

| AMENDED BUDGET 2017/2018 | MANAGEMENT BUDGET 2018/2019 |
|---|---|
| 190,485 | 194,876 |

- ❑BUDGET CONSISTENT
- ❑101-7-2150-707-00

- TEMPORARY WAGES INCREASE TO HIRE A PART-TIME CLERK ASSISTANT

# TREASURY

BB Page 125, 138-139

| AMENDED BUDGET 2017/2018 | MANAGEMENT BUDGET 2018/2019 |
|---|---|
| 149,515 | 154,035 |

- ❑BUDGET CONSISTENT

# VOTER REGISTRATION

BB Page 126, 139-140

| AMENDED BUDGET 2017/2018 | MANAGEMENT BUDGET 2018/2019 |
| --- | --- |
| 60,100 | 78,549 |

- 101-7-2621-707-00
  - TEMPORARY WAGES INCREASE $18,000 FOR TWO ELECTIONS
- 101-7-2621-818-00
  - CONTRACTUAL SERVICES INCREASE $12,200 FOR TEST DESKS AND DPS CHARGES FOR TWO ELECTIONS

# ADMIN HEARING BUREAU (AHB)

BB Page 129, 149

| AMENDED BUDGET 2017/2018 | MANAGEMENT BUDGET 2018/2019 |
|---|---|
| 13,453 | 43,572 |

❑101-7-3730-819-01

- LEIN PROC. FEES INCREASE $28,000 FOR COLLECTIONS (TITLE SEARCH, FILLING THE LIEN, TEMP)

Note: AHB request a case mgt. software cost $28,000

# CITY INSURANCE

BB Page 134, 158

| AMENDED BUDGET 2017/2018 | MANAGEMENT BUDGET 2018/2019 |
|---|---|
| 425,392 | 358,978 |

- 101-7-8510-822-10; 101-7-8510-822-20; 101-7-8510-822-30
  - GEN.LIABILITY, PROF. LIABILITY, ERRORS&OMISSION INSURANCE ALL HAVE 5% INCREASE. NORMAL INCREASE RANGE IS 1%-5%.

**TRAFFIC REVIEW COMMISSION**
**MEETING MINUTES**
**April 17, 2018**
**4th floor Conference Room – 3:00 p.m.**

## I. CALL TO ORDER

The meeting was called to order at 3:05 pm

## II. ROLL CALL

**Present:** Chief DeGiusti, DPS Director Kirton, DDA Director Meyers, City Planner Wessler,

**Staff:** Nan Schuette, Executive Secretary

## III. APPROVAL OF MINUTES

DDA Director Kirton moved to approve the minutes of March 19, 2018 (Support: S. Kirton) and the motion carried unanimously.

## IV. OLD BUSINESS

None

## V. NEW BUSINESS

1. **Alley, North of Thompson Building**

This was a complaint from one resident regarding another person parking in the alley. There was an issue in getting a lumberjack person out there to do some work and refused to move the vehicle to allow the lumberjack to remove a tree. Director Kirton stated that he did not see any need for parking signs over one incident. Other members agreed, therefore, the decision was made not to put any signs in the alley. Police can ticket and tow if necessary without signage in an alley.

Ms. Wessler moved to not allow signage in the alley, North of the Thompson Building (Support: S. Kirton) and the motion carried unanimously.

### 2. Sheridan Parking

Ms. Wessler stated this is a request from a landlord who is offended by the bump-out and the intense loss of parking as a result and is wondering if we can move the "no parking near the curb" sign on the south side of Sheridan currently just after his driveway about 20 ft to the east in order to park another car there. After some discussion, Ms. Wessler moved to not move the sign because there is not enough room – it requires 20' from the crosswalk and 30' from the stop sign, therefore, it would be too close (Support: S. Kirton) and the motion carried unanimously.

### 3. Ballard Signage – Residential Parking

Ms. Wessler stated that this is a recent request from a resident who stated that they had been specifically looking for non-permit parking on Ballard. Prior to parking, they checked to see if there were any signs. No signage was noted. Upon return, a ticket had been issued noting that the parking was Residential Permit Parking. The resident is requesting additional signage be placed closer to the corner of Ballard indicating the section as Residential Permit Parking. There is signage on the telephone pole in the middle of the block. The sign as presented is adequate. We have not received other complaints on this. Director Kirton moved that no additional signage be placed (Support: t. DeGiusti) and the motion carried unanimously.

## VI. FUTURE BUSINESS DISCUSSION/UPDATES

None.

## VII. ADJOURNMENT

Since there was no further business, City Planner Wessler moved to adjourn the meeting (Support: S. Kirton) and the motion carried unanimously. The meeting adjourned at 3:23 p.m.

**TRAFFIC REVIEW COMMISSION**
**MEETING MINUTES**
**May 4, 2018**
**4th floor Conference Room – 3:00 p.m.**



## I. CALL TO ORDER

The meeting was called to order at 3:04 pm

## II. ROLL CALL

**Present:** Chief DeGiusti, Interim Dir. Meyers, City Planner Wessler, Chief Anthouard

**Absent:** DPS Director Kirton

**Staff:** Exec. Secretary Nan Schuette

## III. APPROVAL OF MINUTES

Interim EDC Director Meyers moved to approve the minutes of April 18, 2018 (Support: T. DeGiusti) and the motion carried unanimously.

## IV. OLD BUSINESS

1. **Alley, North Thompson Building**

Council Member Murdock had concerns regarding the decision that was made on this item at the last Traffic Review committee meeting in April. It was his opinion that the complaint went beyond tree trimming – it also impedes snow removal and unlike the other two buildings, the building under discussion has a fenced in yard with no on-site parking available and has made the section under discussion his permanent private parking spot. Police Department has stated they cannot ticket because there is no signage.

After further discussion by committee members, Chief DeGiusti agreed to meet with the parties of the three houses involved to determine if they can come up with a reasonable solution, prior to taking further action.

## V. NEW BUSINESS

### 1. Parkridge Center

At a recent visit to the Parkridge Center, Chief DeGiusti was asked to investigate the "No Parking" signs on Armstrong on both sides of the street. This severely limits the parking for the Center especially during events. He questioned the decision on their installation since he had not seen any Traffic Control Orders requesting their installation. Some discussion was held on viability of same and Fire Chief Anthouard will check to ensure that fire trucks would be able to get down there prior to any decision being made.

### 2. New Parkridge Community

This is a request to check for a possible crosswalk installation and signage for better access to the Center by residents of the New Parkridge Community. The committee discussed this in detail and were in favor of doing something. Director Kirton of Department of Public Services will check to see if he would have money in his budget to accomplish this request.

## VI. FUTURE BUSINESS DISCUSSION/UPDATES

None.

## VII. ADJOURNMENT

Since there was no further business, City Planner Wessler moved to adjourn the meeting (Support: S. Kirton) and the motion carried unanimously. The meeting adjourned at 3:23 p.m.

## Andrew Hellenga

| | |
|---|---|
| **From:** | Nan Schuette |
| **Sent:** | Wednesday, May 09, 2018 10:29 AM |
| **To:** | Andrew Hellenga |
| **Cc:** | Darwin McClary |
| **Subject:** | Draft 5-4-18 TRC minutes |
| **Attachments:** | 5-4-18 Draft TRC Minutes.doc |

FYI

Darwin – Chief Anthouard did check out the parking situation at Armstrong, however, both Bonnie and Stan want to discuss it further. Also, I did speak with Chief DeGiusti regarding the parking in the alley – he will go over and talk to the guy and get back with me. In the meantime, just included the draft minutes. I've also sent an email to Pete on the alley situation to let him know that Tony is following up on his further comments. It is my understanding that Bob Barnes, who owns one of the properties has been doing the snow removal.

Nan

*Nan Schuette*
*Executive Secretary*
*City Manager's office*
*1 South Huron*
*Ypsilanti, MI 48197*
*734-483-9646*
*734-483-7260 (fax)*
*nschuette@cityofypsilanti.com*

# Meeting Minutes

**City of Ypsilanti**

**Human Relations Commission**

**Regular Meeting**

**City Council Chamber – One South Huron St.**

**Ypsilanti, MI 48197**

**Monday, April 23, 2018 – 7:00 p.m.**

**I. CALL TO ORDER:** 7:04 p.m.

**II. ROLL CALL:**

| | |
|---|---|
| Commissioner Jones-Darling | Present |
| Commissioner Saunders | Absent |
| Commissioner Shuler | Present, arrived at 7:09 p.m. |
| Commissioner Fellows | Present |
| Commissioner Gaines | Present, left at 8:08 p.m. |
| Commissioner Hunter | Present |
| Commissioner Choudhuri | Present |
| Commissioner Krupin-Carter | Present (non-voting member) |

Staff present: Andrew Hellenga, Deputy Clerk
Nancy Hare-Dickerson, Commission Secretary

**III. AGENDA APPROVAL:** Approved

Suggested additions:
Fellows: Update re: Budget Town Hall as item A.
Hunter: Follow-up re: police chief and either a Council meeting or Town Hall (to be heard at the conclusion of business items)

**Fellows (second Choudhuri) moved to approve the Agenda as amended. Unanimous approval. Motion carries.**

## IV. APPROVAL OF MINUTES

A. March 26, 2018

**Hunter (second Choudhuri) moved to approve the Minutes as submitted. Unanimous approval. Motion carries.**

## V. AUDIENCE PARTICIPATION/COMMISSION RESPONSE

None

## VI. DISCUSSION ITEMS

### A. Budget Town Hall

Fellows: Stated that from discussion with Deputy Clerk Hellenga, that although the cancelled budget meetings are expected to be rescheduled, no date has been set yet.

Deputy Clerk Hellenga: Explained that usually the budget sessions are scheduled for May and the resolution was amended to say that the Town Hall would be held after those were concluded; so it would be before the first reading of the budget.

Choudhuri: Stated that the purpose of suggesting a Town Hall were for citizens to be able to offer suggestions; not to be explained to.

Deputy Clerk Hellenga: Explained that citizens could still offer suggestions; it would be before the Ordinance reading but it would be following the budget recommendations.

Jones-Darling: Added that the department heads would present their ideal budget and then the citizens would come in; that they thought there would be some level of education in it for citizens who then could comment and then Council could go into their final budget process with the feedback they had gotten from the Town Hall.

(Dialogue continued re: the budget process and citizen feedback)

Hunter: Asked when the department heads would consult with the public and their process for getting adequate input into their decision-making process.

Shuler: Responded that he thinks their input comes from Council -- that if they submit to Council, then that would be available for the Town Hall meeting to discuss those submissions, which are just recommendations from the staff; that everybody would be able to read those, comment and then Council would take that into account when they have their first and second readings and discussion about what they want to do. He further added that Council's not going to accept what staff submitted to them; they're going to make changes to it too. So what Council wants from the public is what changes they may want Council to make.

Jones-Darling: Noted that the Mayor was clear that the intent is that staff should not take up the bulk of the time; that they should be able to do a short presentation and then allow people to comment. He added that while it's not what they wanted, he sees some value in it. He said his understanding of what was explained to him and the way Council voted on it is that the majority of the time will still be dedicated to public comment.

Fellows: Expressed that the form of it feels wrong because the information gathering is happening as a reaction to whatever budget is put out by staff rather than it being citizens coming and talking about what they'd like to see and staff listening. The whole point of recommending this was to improve relations between City residents by making the process a little less backwards.

(Dialogue continued re: the process of staff making recommendations and public input)

Jones-Darling: Stated that the way the Resolution was passed, he thinks it gives a lot of input for Council to decide particularly where this Town Hall will take place and, with that said, he thinks it's important because the Resolution says "just before it concludes". He added that, theoretically, if the amount of Council members needed to call a meeting decided that it was going to be before the department heads begin their presentation, he could see that as still being a case; that there's nothing in the Resolution locking it out from being there.

Fellows: Asked that he read the sentence.

Jones-Darling: Replied that the resolution, as it was passed, stated that: "City Council will conduct a town hall style meeting to provide the community with knowledge on the budget and solicit feedback regarding FY '19 budget priorities before the City Council budget session concludes." He added that it leaves room open for Council to proceed in that manner and if that's what this commission would like to see, that he's more than happy to go forward with Commissioner Fellows to make sure that they talk to them and make sure that that happens.

Fellows: Responded that they should follow the lead of the language, that it's the same amount of work, but just put it in the order that makes more sense.

**B. Bylaws – First Reading**

Choudhuri: Explained that, as they talked about yesterday, that it goes directly into the objectives but there's no mission explaining the overall reason for being. So, a Mission was crafted, showing what we are based upon, primarily looking at Ann Arbor's Human Rights Commission and the Ypsilanti Non-Discrimination Ordinance. Then the objectives derive from our Mission as opposed to just being some objectives that stand alone.

She continued that given all our conversations regarding immigration, that we would be in accordance with what the City and the County had decided about not picking people up on the street, so why should we say we would do this if, instead, we would be following the Non-Discrimination Ordinance. She added that with that being the Mission, it's not necessary to say we're going to cooperate with all state and federal agencies for no reason.

Hunter: Stated his agreement.

Fellows: Stated that the core piece of the "Mission" is that it says "the Commission works to protect the human and civil rights of the people of Ypsilanti".

Gaines: Asked if by us updating the bylaws, is this to make it easier for the next group that comes in? I forgot the point of it.

Hunter: Replied that he would think so, to expand the language where it needs to be.

(Discussion continued re: suggestions in rephrasing the bylaw language)

Jones-Darling: Stated that the current verbiage he has is "the Ypsilanti Human Relations Commission was created in 1994 by City Charter and codified by City Council in 1995 to ensure full access to the human and civil rights for the people of Ypsilanti …"

(Discussion continued re: suggestions in phrasing the bylaw language)

Fellows: Asked, if they wanted to go into "Objectives".

Jones-Darling: Answered in the affirmative.

**[Section 1]**

Fellows: Explained that the language of "city manager" was taken out for consistency because "city manager" is only in this particular section.

Hunter: Suggested getting more specific with the language at the end of Section 1 – "the elimination of prejudice and discrimination".

Krupin-Carter: Agreed that the language should be made more quantifiable rather than qualitative.

(Discussion continued re: suggestions in rephrasing the Section 1 Bylaw language)

Fellows: Noted that she has written, "The Commission shall serve as an advisory body to City Council and shall study problems in the city relating to prejudice and discrimination and make policy recommendations to the City Council to identify and remove discriminatory structures and practices for the elimination of existing discriminatory policies and to remediate the effects of past discrimination."

Choudhuri: Commented regarding the length of the sentence.

Jones-Darling: Noted that he has written, "The Commission shall serve as an advisory body to City Council and shall study problems in the city related to prejudice and discrimination and make policy recommendations to the City Council to identify and remove discriminatory structures and practices and to act to remediate the effects of past discrimination."

Choudhuri: Responded, "…and to act to remediate the legacy of historical oppression".

Fellows: Asked if commissioners were okay with moving on.

Hunter/Jones-Darling: Verbally answered yes.

**[Section 2]**

Fellows: Stated that she thinks Commissioner Krupin-Carter brought up that we should add something about the Commission is going to basically follow the City Charter and Code of Ordinances; that I think we covered the statement in Section 1 and in the Mission.

Jones-Darling: Added that the Commission will pursue the Mission and Objectives in accordance with the established laws of the City of Ypsilanti and City Charter.

Shuler: Expressed that he doesn't like the word "policies" in Section 2; that he doesn't think City Council has the ability to pass a policy that would be in conflict with either the Charter or the Ordinance; that he'd rather work with those two things rather than City Council's policies.

(Discussion continued re: suggestions in rephrasing the Section 2 Bylaw language)

Jones-Darling: Noted that he has written, "The Commission will pursue the missions and objectives in accordance with these bylaws, applicable ordinances and the City Charter. The Commission shall also act in a manner to respond to all requests from City Council".

**[Section 3]**

Jones-Darling: Asked if anyone had a problem with the language in Section 3.

(Discussion re: suggestions in rephrasing the Section 3 Bylaw language)

Jones-Darling: Noted that he has written, “The Commission shall invite and enlist the cooperation of all racial, religious, national origin, gender, sexual orientation and ethnic groups, as well as all persons representing various economic, educational and social groups, including groups concerned with age and/or such disability in all areas of the city and, as a whole, shall be representative of the diversity of the entire community and will act as a bridge between protected classes in the community and the city for the development of policies and programs which promote empowerment and a socially just community.”

Fellows: I think it could be revisited again for another reading.

**[Section 4]**

Jones-Darling: Read, “The Commission shall communicate with federal and state agencies regarding human rights and affirmative action programs for the purpose of making recommendations to City Council”.

(Discussion re: suggestions in rephrasing the Section 4 Bylaw language)

Choudhuri: Asked if, for the purposes of getting through other discussion items that seem important, if the bylaws discussion should be paused and then returned to.

(Dialogue re: pausing the Bylaw discussion)

Fellows: Asked if Section 4 is okay as it is now.

Jones-Darling: Answered in the affirmative and stated that the Bylaw conversation would end until the Commission chose to pick it back up, whether now or at another date.

Krupin-Carter: Asked if a supplementary meeting should be scheduled.

Jones-Darling: Agreed that a supplementary meeting would be best – a Special Meeting for Consideration of the Bylaws, May 21st, at 7 p.m. in City Council Chambers.

Choudhuri: Asked if, due to the hour, audience participation could be opened up so that it could take place before 9 o’clock.

Jones-Darling: Replied, that it could be done if there’s a motion.

**Choudhuri (second Hunter) moved for consideration of Agenda item VII before continuing with the Agenda Discussion items VI. Unanimous approval. Motion carries.**

## VII. AUDIENCE PARTICIPATION/COMMISSION RESPONSE

Mickeila Tate, Ypsilanti: Greeted the Commission and mentioned that she is running for office. Stated that election after election, promises are made that certain things are going to change - such as getting housing or getting education or getting health care or getting gun laws under control; that there's all these real-life issues that are suppressing and oppressing Ypsilanti and Ann Arbor citizens. She stated that there are other issues being swept under the rug – domestic violence being at the top and that domestic violence and family issues that are capable of being dealt with by the State, their workers and administrators are not being taken care of due to lack of diligence and accountability.

Mickeila Tate further stated that coming from a place of a person who's dealt with these issues, that policies and rules in all government offices are not being followed and asks that the Commission address this because in order for the problem to resolve, you have to go for the root. She stated that she wonders, on the other side of that fence, why these things are not being dealt with by people who have authority over us that have the ability to make changes. She said she praised God for the Commission when they brought up human rights because people go to their homes and lie in their beds in distress and that people are on their phones daily constantly trying to figure out who to call but they can't figure out which direction to go.

Hunter: Stated he'd like to make a motion to extend the time.

Mickeila Tate: Apologized and added that she has maybe one more thing.

Jones-Darling: Asked her to continue.

Mickeila Tate: Continued that people are climbing the ladder trying to get attention on things that are being done to them and that, at the end of the day, the fate that you have to eat or the bed you have to lie in is persecution; or, being intimidated because you're screaming out for help and instead of the people who have the power to help, helping, you get attacked and persecuted. She stated that a lot of people are in fear right now, that they don't know what to say and don't know how to talk about things like the housing issue; all they know to do is to keep running up to DHS and doing the same cycle.

She expressed that one of the things she was thinking about is the need to create easy access for housing homeless citizens because, at the end of the day, they still have to live too. She continued that if we're saying we're trying to make this city better, why keep creating hoax in these areas that are causing oppression and suppression because the money is there.

She shared that she was triggered by the Holy Spirit to approach the Commission. When she saw in the newspaper that Ann Arbor is trying to fix something for $8Million of some little structure that's on the outside of a museum, her thought was that they're putting big money on all these different projects but people are still out here.

Bottom line, she continued, the top dog on her list is policies and rules because the policies and rules are not being followed from the start - the original policies and rules from the beginning, starting with Abraham Lincoln on down to now; that people are cherry-picking policies and rules and it's hurting the people. In conclusion, she said "if you got a bad head, the whole body's going to fall". She said, it's time to get heads that have a heart and a soul for the people and it's time to get a head that's going to go and talk to the people.

Choudhuri: Expressed thanks, and responded that she agrees with the layout of the ills and the current state of the issues as presented, but asked Mickeila Tate to share, from her experience, what could be looked to that would be one thing to begin a change in the direction of what she would like to see happen.

Mickeila Tate: Responded that the thing she would look to, first of all, is a person listening. She stated that the Lord our God says "he who humbles himself shall be exalted but he who exalts himself shall be soon humbled"; that in this hour that we're in right now, with all the stuff that's going on, someone having a heart to listen and having a pure heart is, at this time, the only thing I could see to fix it.

Choudhuri: Stated that it sounds like trust could be built only if you saw someone acting with a heart to listen in the first place.

Mickeila Tate: Stated in the affirmative.

Krupin-Carter: Asked what office she's running for, based on her earlier mention.

Mickeila Tate: Replied that she wanted to run for City Council; however, after getting kind of a nudge, she plans to run for mayor.

Krupin-Carter: Wished her luck.

Mickeila Tate: Expressed her appreciation.

## VI. DISCUSSION ITEMS (Continued)

C. Housing Equity & Discrimination

Jones-Darling: Explained that in his conversation with the Mayor, that she brought up some of the things she's hearing across the city which might be worth the Commission diving into. He stated that there was a bit of discussion at the last meeting to potentially bring in the person who handles Section 8 related things, as a primary contact for the County is from the City of Ann Arbor and works with the Ann Arbor Housing

Commission; and to bring in our own housing commission to discuss housing inequities and discrimination specifically based on Section 8 vouchers and other forms of things.

Hunter: Added that Mickeila Tate mentioned DHS. He stated that he doesn't see this conversation moving forward without some sort of representation on their end. He asked if there was such an entity in Ypsilanti involving matters relating to Section 8 housing.

Jones-Darling: Replied that housing vouchers usually go through the local commissions, which would be the DHS contact.

Fellows: Added that sometimes it's the Housing Commission and sometimes it's the State, MSHDA. Explained the many different kinds of housing vouchers and gave insight into how the agencies interconnect. She expressed curiosity as to how the Mayor would want to tackle this.

Jones-Darling: Shared that discrimination on sources of income with regards to housing was one of things brought up during the meeting and that it is illegal in Ypsilanti; that a property owner cannot, as method of source of income, deny a Section 8 voucher for rental purposes because it is considered a source of income.

Fellows: Stated that there is some movement on policies that are being developed at City Council level; that the Mayor talked about doing an ordinance to require landlords to give out a renter's rights handbook when they sign a lease and that City Councilor Murdock is putting together a package of ordinances that will put some protections in place. She further shared examples of income-based discrimination which is causing a lot of the current housing crisis right now.

Choudhuri: Stated that she noticed the Non-Discrimination Ordinance only mentions source of income, not amount of income as a reason to not discriminate; so, essentially, it's okay to discriminate on the basis of poverty.

Hunter: Replied that it always has been and that's why homelessness exists.

Choudhuri: Stated she doesn't think that it's accidental that there's way more in Ann Arbor who then move to Ypsilanti.

Hunter: Expressed his curiosity as to what Ann Arbor's Human Rights Commission would have to say about this in particular.

Jones-Darling: Replied that that's something he wanted to talk directly to Commissioner Fellows about specifically, because their ordinance also prohibits source of income. So the question is why is the Ann Arbor Human Rights Commission failing to act on their duty, which is then falling to us in the city to handle?

Krupin-Carter: Stated that it sounds like a good thing to bring up at our joint meeting with them, if we have a joint meeting.

D. Resolution No. 2018-001, requesting City Council to display the LGBT Rainbow Pride Flag in Council Chambers

Jones-Darling: Explained his reason for writing the resolution - that it means a lot in terms of being representative with what the City's values are. He added that the Mayor also noted her support and then opened the floor for discussion.

Hunter: Stated his agreement.

Choudhuri: Asked Jones-Darling if he's offering it.

Jones-Darling: Replied that, yes, he is offering the Resolution.

Fellows: Expressed that this Resolution will likely pass in Council but may have some push-back from some corners of the community; however, thinks there's good cause for inclusion and she is supportive of representation.

Hunter: Asked why the "QIA+ in "LGBTQIA+" isn't listed on the last line of the Resolution?

Jones-Darling: Replied that it is debated whether or not that particular flag represents the "QIA+", which is why.

Fellows: Asked if there could be a discussion on that issue?

Jones-Darling: Answered in the affirmative.

Fellows: Expressed that there's lots of conversation that the flag is not very representative at this time and kind of represents the most privileged and bourgeois of queer folks.

Hunter: Asked if this could be seen as pink washing?

Fellows: Answered yes, to some people.

Shuler: Asked what is "IA".

Choudhuri: Answered, "Intersex and Ally".

Jones-Darling: Added, or asexual.

Choudhuri: Clarified that it is “Ally” rather than asexual, that it does not acknowledge asexual.

(Further discussion re: different types of flags and historical perspectives)

Fellows: Noted that there was a lot of public input push-back against flying the Trans flag at the police station from Trans folks in our community who say that it is insulting to fly the Trans flag at the police station when brutality is still an issue for many folks that are transgender. She said she does hear a lot of critiques around standing behind the symbol of flags or rainbow washing/pink washing, so it will probably always be a bit conversational and controversial on both sides.

Hunter: Added that the communities we’re addressing are not monoliths, so when it comes to displays of support for the Muslim community or black community, we understand that even within those, there are people who may not find these flags to be efficient or relevant or positive even. He stated that there’s nuance but he still supports having something here.

Shuler: Added, in agreement, this truly acknowledges this city as very inclusive of this community and that displaying a symbol of what is true in the city is not a bad thing. He said that it’s different to say “let’s put that up there because it makes us look good”, but thinks that we do look good and it’s different than that.

(Further discussion ensued re: perspectives)

Fellows: Stated that people talk about the gay lobby, that there’s lots of money behind certain initiatives and so it isn’t kind of a grass-roots effort anymore.

Jones-Darling: Shared that as a person who came from the “gay lobby” at one point, working yourself into that system is a grass-roots effort in itself, coming out of the closet is a grass-roots effort in itself, getting out of the bed is a grass-roots effort in itself, living every single day in this country that, in a lot of places, doesn’t even recognize that you exist is literally a grass-roots effort in itself. He added that he takes offense to individuals who characterize the LGBTQ+ movement as a massive thing because, literally, it’s not.

Choudhuri: Stated that it is intersexual but, at the same time, we already have some flags, so we’re not avoiding complexity. She added that we don’t have anything that represents our support for or diversity in terms of sexual orientation and gender identity, so a beginning place is a Rainbow flag. She expressed that she would be prouder to be in this room if there were such a flag.

Shuler: Asked if the Commission wants just a Rainbow flag or wants to specifically name both flags.

(Discussion re: flag type(s) and perspectives)

Jones-Darling: Stated that there needs to be a decision on what flags we're asking for.

Hunter: Stated that he can't really make any request.

Shuler: Agreed, stating that he's not really connected enough to make a decision.

Krupin-Carter: Stated that she's not part of the community and isn't comfortable speaking on it.

Jones-Darling: Stated, the Rainbow Pride flag because of its history of activism and what it means politically and, personally, as to the queer part of him, primarily for what it means visibility-wise.

Choudhuri: Expressed that, historically, gender identity has found its first home, as homes go, in the LGBT community so that even though the issues are different, they are linked by acceptance, affiliation and space given.

Shuler: Asked what is meant by "joint" in the second "Whereas"; that since it applies to two different entities, he doesn't know who it refers to.

Jones-Darling: Explained that it's the citizens' joint responsibility – "the citizens of the City of Ypsilanti acknowledge our joint responsibility". So Council's passing this and, like in the words of Council, they're speaking from themselves and as citizens.

Hunter: Asked if it could be said in a more concise way.

Krupin-Carter: Responded that it makes sense in Council-speak.

**Choudhuri (second Hunter) requested a friendly amendment to amend Resolution No. 2018-001 with the following language: "Be it resolved that the City Council of the City of Ypsilanti authorizes the display of the LGBT Rainbow Pride and the Trans flag in the Ypsilanti City Hall Council Chambers".**

**Shuler (second Choudhuri) moved to accept Resolution No. 2018-001 as amended. Unanimous approval by voice vote. Motion carries.**

E. Resolution No. 2018-002, requesting City Council to call upon the Eastern Michigan University Board of Regents and Ann Arbor Area Transportation Authority Board of Directors to enter into an agreement granting Eastern Michigan University students, staff, faculty and administrators 100% subsidized fixed-route transportation.

**Shuler (second Fellows) moved to table consideration of Resolution No. 2018-002 to the May 21st special meeting. Unanimous approval. Motion carries.**

## VIII. PROPOSED BUSINESS

A. Follow-up re: Police Chief and either a Council meeting or Town Hall

Jones-Darling: Presented the history explaining a resolution which City Council recently passed. He stated that it might be best for the Commission Chair/Vice Chair to meet with the police commission chair/vice chair to determine how it will proceed.

Krupin-Carter: Asked why that commission was created and why the Commission responsibilities were separated and given to them.

Jones-Darling: Replied that there's been a demand for a police/civilian appeals-type of board. He stated that although Council went ahead with this, they didn't really consult the Commission on it, outside of the Black Lives Matter task force meetings, that were suspended halfway through last year.

Shuler: Further added that it wasn't specifically ever the Commission's responsibility to review complaints; that City Council and the Commission came up with a resolution to form a police council based on our Charter, which was to review complaints only specifically regarding matters of discrimination.

## IX. NEXT MEETING DATE: Monday, May 21, 2018 – Special Meeting
**Monday, June 25, 2018 – Regular Meeting**

## X. ADJOURNMENT: 9:35 p.m.

**Fellows (second Hunter) moved to adjourn. Unanimous approval. Motion carries.**

Resolution No. 2018-001
April 23, 2018

Whereas, The City of Ypsilanti is a diverse and wide-ranging community,

Whereas, Citizens of the City of Ypsilanti acknowledge our joint responsible to improve upon the experiences of our past and promote diversity specifically among our LGBTQIA+ Community,

Whereas, Citizens of Ypsilanti whose identities fall under the LGBTQIA+ are at increased risk of economic, social, and political harm,

Whereas, City Council has set a precedent of supporting unequivocally the rights of the LGBTQIA+ community in our society,

Be it resolved, that the City Council of the City of Ypsilanti authorizes the display of LGBT Rainbow Pride in the Ypsilanti City Hall Council Chambers.

OFFERED BY: [redacted]

SUPPORTED BY: [redacted]

YES: 6 NO: 0 ABSENT: 1 VOTE: CARRIED

(SAUNDERS)

# Memorandum

**To:** Honorable Mayor Edmonds and City Council

**From:** Darwin D. P. McClary, City Manager

**cc:**

**Date:** May 11, 2018

**Re:** CITY MANAGER'S REPORT

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**COLLECTIVE BARGAINING UPDATE**

The city and AFSCME have held two mediation sessions in recent weeks and will be meeting again on June 11. The city and IAFF are scheduled to meet for collective bargaining again on May 17.

**TREASURY DIVISION STAFFING UPDATE**

Treasury Technician Meng Yang started work last week and is doing a great job for us. Accounting and auditing firm Plante & Moran will be starting its work on treasury oversight and tax billing preparation functions next week. We anticipate that Treasurer Kim Teamer will be returning to work at the end of June.

**RENTAL INSPECTION DATA REQUEST**

At council's May 1 meeting, Councilor Robb requested five years of data on rental inspections and provided a spreadsheet template. Interim Economic Development Director Meyers is working with Councilor Robb to provide as much data as possible in response to the request.

**REQUEST FOR COUNTY ROAD COMMISSION BID SPECIFICATIONS AND TABULATION**

At council's May 1 meeting, Councilor Robb requested a copy of the Washtenaw County Road Commission's 2018 bid specifications and bid tabulation. I have requested copies from the road commission and will forward the documents once they are received.

## EMERICK STREET RESURFACING

The city council and county road commission have approved the intergovernmental agreement for this project, and the township is expected to approve the agreement on May 15. If approved, this project will be completed during the 2018 road construction season.

## STREETS CAPITAL IMPROVEMENT PLAN AD HOC COMMITTEE

The committee held its second meeting on May 9. We will be updating the Capital Improvement Plan draft accordingly for presentation to council.

## 2018 STREET SWEEPING SCHEDULE

DPS is completing a written street sweeping schedule for posting on the city's web site. The department reports that it has already completed one round of street sweeping throughout the community and will be starting its second round shortly.

## DANGEROUS BUILDINGS LIST AND PROCEDURES

At council's May 1 meeting, Councilor Murdock inquired about the process for dangerous buildings demolition. Attached please find a copy of the city's code outlining the procedure for declaration of a dangerous building and order for demolition.

Councilor Bashert requested a copy of the dangerous buildings list. The Building Department is updating the list, and Interim Economic Development Director Meyers will provide the list as soon as it is updated.

## WASHTENAW COUNTY RECYCLING REGIONALIZATION MEETING

The county water resources commission held a meeting on May 3 to discuss the potential for regional recycling services. The timeframe for full implementation of these services would be approximately 5 years, with public education efforts to be implemented in 2 years, 18 recycling drop-off locations established within 2-3 years, and a materials recovery facility to be constructed within 4-5 years. The city will be participating in additional meetings with the county on this project.

## RECYCLING CENTER COSTS

In response to a request from council, attached is correspondence from Finance Director Uy regarding costs for the recycling center.

## RECYCLE ANN ARBOR RECYCLING CENTER AND YPSILANTI TOWNSHIP DROP-OFF CENTER

Attached please find information regarding the Recycle Ann Arbor Recycling Center. It is accepting recyclables at a cost of $3 per drop-off.

DPS Director Kirton is assembling information requested by Ypsilanti township in preparation for a meeting to discuss the possibility of collaborating with the township for interim recycling drop-off services.

**FROG ISLAND PARK PARKING LOT DESIGN UPDATE**

Attached please find correspondence from Interim Economic Development Director Meyers regarding the status of the Frog Island Park conceptual designs and review of recycling center property site remediation needs.

**YPSICONNECT (SEECLICKFIX) SYSTEM**

The city is working to continue to improve its utilization and management of the YpsiConnect (SeeClickFix) system. As an interim measure, I recently assumed control of the system on behalf of the city to manage users and to establish serve level agreements (SLAs) for each type of request. SCF has upgraded its system to improve functionality, tracking, and reporting of citizen requests, and the city has scheduled training with SCF for all responsible staff users for June 7. Refresher training will be repeated annually.

**COUNCIL/MANAGER MEETINGS**

The next council/manager monthly meetings are scheduled for Tuesday, **June 12**, at 8:00 AM, and Thursday, **June 14**, at 5:30 PM, at city hall. The purpose of the meetings are to discuss items of general concern. Please contact Nan Schuette at (734) 483-1810 or by E-mail at nschuette@cityofypsilanti.com by noon the day before if you would like to attend one of these sessions. Attendance is on a first come, first served basis. It would be great to see 3 council members at each meeting!

**UPCOMING AGENDA ITEMS**

The following items are tentatively scheduled for consideration by council:

- Budget work sessions (May 17, and 22)
- Budget hearing and adoption (June 5)
- City Manager Performance Evaluation (June 5)
- Acceptance of EMU North Adams Street Parking Lot (possibly June 5)

## DIVISION 6. - DANGEROUS BUILDINGS

### Sec. 18-220. - Dangerous building prohibited.

It is unlawful for any owner, agent, or owner/agent thereof to keep or maintain any dwelling or part thereof which is a dangerous building. All such dangerous buildings shall be abated by alteration, repair, rehabilitation, demolition, or removal in accordance with the procedures specified within this division, or, where applicable, the procedures set forth within chapter 54, Historical Preservation, of this Code.

(Ord. No. 975, 1-21-2003)

### Sec. 18-221. - Inspections.

A representative of the city building department with the assistance of the city fire department and/or fire marshal shall inspect or cause to be inspected every building or structure or part thereof reported as or observed to be unsafe or damaged, and if such is found to be a dangerous building as defined in this article, the building department shall commence proceedings to cause the repair, rehabilitation, demolition or removal of the building or structure.

(Ord. No. 975, 1-21-2003)

### Sec. 18-222. - Notice.

(a) Issue. Notwithstanding any other provision of this division, if a building or structure is found to be a dangerous building, the city building department shall issue a notice that the building or structure is a dangerous building.

(b) Persons who may be served notice. The notice shall be served on the owner, agent, or owner/agent. If an owner, agent, or owner/agent is not registered under this article, the notice shall be served on each owner of or party in interest in the building or structure in whose name the property appears on the last local tax assessment records.

(c) Contents, notice of hearing. The notice shall specify the time and place of a hearing on whether the building or structure is a dangerous building. The person to whom the notice is directed shall have the opportunity to show cause at the hearing why the hearing officer should not order the building or structure to be demolished, otherwise made safe, properly maintained, and/or, where applicable, referred to the historic district commission for a determination of demolition by neglect. Any repairs or maintenance ordered, where applicable, shall comply with the procedures set forth in chapter 54, Historical Preservation, of this Code.

(d) Hearing officer; filing of notice with officer. The hearing officer shall be appointed by the mayor and be approved by city council and shall then serve at the mayor's pleasure. The hearing officer shall be a person who has expertise in housing matters including, but not limited to, an engineer, architect, building contractor, building inspector, member of a community housing organization, or any person with similar qualifications. An employee of the city shall not be appointed as hearing officer. The city building department shall file a copy of the notice that the building or structure is a dangerous building with the hearing officer.

(e) Notice in writing; service. The notice shall be in writing and shall be served upon the person to whom the notice is directed either personally or by certified mail, return receipt requested, addressed to the address they provided when registering under this article. If the owner, agent, or owner/agent is not registered under this article, the notice shall be addressed to the owner or party in interest at the address shown on the tax records. If a notice is served on a person by certified mail, a copy of the notice shall also be posted upon a conspicuous part of the building or structure. The notice shall be served upon the owner or party in interest at least ten days before the date of the hearing included in the notice.

(Ord. No. 975, 1-21-2003)

Sec. 18-223. - Hearing; testimony; decision.

(a) Generally. The hearing officer shall take testimony from representatives of the city building department, the city fire department, and/or fire marshal, a representative of the historic district commission where applicable, the owner of the property, and any interested party. Not more than five days after completion of the hearing, the hearing officer shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, properly maintained, and/or, where applicable, referred to the historic district commission for a determination of demolition by neglect.

(b) Order; compliance. If the hearing officer determines that the building or structure should be demolished, otherwise made safe, or properly maintained, the hearing officer shall so order, fixing a time in the order for the owner, agent, or owner/agent to comply with the order. Any repairs or maintenance ordered, where applicable, shall comply with the procedures set forth in chapter 54, Historical Preservation, of this Code. If the building is a dangerous building under subsection (10) of the definition of dangerous building in section 18-111, the order may require the owner, agent, or owner/agent to maintain the exterior of the building and adjoining grounds owned by the owner of the building including, but not limited to, the maintenance of lawns, trees, and shrubs.

(c) Failure to appear, noncompliance; filing report of findings; request to enforce order. If the owner, agent, or owner/agent fails to appear or neglects or refuses to comply with the order issued under section 18-223, subsection (b), the hearing officer shall file a report of the findings and a copy of the order with the city council not more than five days after noncompliance by the owner or owners and request that necessary action be taken to enforce the order. A copy of the findings and order of the hearing officer shall be served on the owner, agent, or owner/agent in the manner prescribed in section 18-222.

(d) Hearing; notice, show cause why order should not be enforced, decision on order, compliance. The city council shall fix a date not less than 30 days after the hearing prescribed in subsection (a) for a hearing on the findings and order of the hearing officer and shall give notice to 1) the owner, agent, or owner/agent, and 2) all interested parties, in the manner prescribed in section 18-222 of the time and place of the hearing. At the hearing, any interested party shall be given the opportunity to show cause why the order should not be enforced. The city council shall either approve, disapprove, or modify the order. If the city council approves or modifies the order, the city council shall take all necessary action to enforce the order. If the order is approved or modified, the owner, agent, or owner/agent shall comply with the order within 60 days after the date of the hearing under this subsection. In the case of an order of demolition, if the city council determines that the building or structure has been substantially destroyed by fire, wind, flood, or other natural disaster, and the cost of repair of the building or structure will be greater than the state equalized value of the building or structure, the owner, agent, or owner/agent shall comply with the order of demolition within 21 days after the date of the hearing under this subsection.

(e) Compliance costs; reimbursement. The cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure, or grounds adjoining the building or structure incurred by the city to bring the property into conformance with this division, including the cost of consulting services, investigation, publication charges, attorney fees, court costs, and all administrative expenses shall be reimbursed to the city by the owner or party in interest in whose name the property appears.

(f) Notification; failure to reimburse; collection and lien for compliance costs. The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the assessor of the amount of the cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure by first class mail at the address shown on the records. If the owner or party in interest fails to pay the cost within 30 days after mailing by the assessor of the notice of the amount of the cost, the city shall thereupon place the entire sum, plus collection charge as set by resolution of the city council, on the tax rolls as an assessment against the parcel or lot, the assessment to be collected as other taxes are levied and collected. Such charges shall be added to the general city tax roll, and to the total of the taxes levied on such parcel or lot for the same year. The city shall have a lien for the cost incurred by the city to bring the property into conformance with this division and for any charges imposed until the amounts have been fully paid. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. A lien provided for in this subsection does not have priority over previously filed or recorded liens and encumbrances. The lien for the cost shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, Act No. 206 of the Public Acts of Michigan of 1893, being MCL 211.1 to 211.157, or the applicable sections of the Ypsilanti City Charter and Code.

(g) Action against owner; lien on property. In addition to other remedies under this Code, the city may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. The city shall have a lien on the property for the amount of a judgment obtained pursuant to this subsection. The lien provided for in this subsection shall not take effect until notice of the lien is filed or recorded as provided by law. The lien does not have priority over prior filed or recorded liens and encumbrances.

(Ord. No. 975, 1-21-2003)

Sec. 18-224. - Judgment; enforcement against assets of owner.

(a) A judgment in an action brought pursuant to subsection 18-223(g) may be enforced against assets of the owner other than the building or structure.

(b) Judgment lien. The city shall have a lien for the amount of a judgment obtained pursuant to subsection 18-223(g) against the owner's interest in all real property located in this state that is owned in whole or in part by the owner of the building or structure against whom the judgment is obtained. A lien provided for in this section does not take effect until notice of the lien is filed or recorded as provided by law, and the lien does not have priority over prior filed or recorded liens and encumbrances.

(Ord. No. 975, 1-21-2003)

Sec. 18-225. - Noncompliance with order; misdemeanor.

A person who fails or refuses to comply with an order approved or modified by the city council under section 18-223 within the time prescribed by that section is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than $500.00, or both.

(Ord. No. 975, 1-21-2003; Ord. No. 1002, § 1, 3-1-2005)

Sec. 18-226. - Judicial review.

An owner aggrieved by any final decision or order of the city council under section 18-223 may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days from the date of the decision.

(Ord. No. 975, 1-21-2003; Ord. No. 1002, § 1, 3-1-2005)

Sec. 18-227. - Emergency situations.

Where it reasonably appears to the city building department, fire department, police, or fire marshal that there is immediate danger to the public safety or health unless a dangerous building as defined in section 18-111 is immediately demolished or otherwise made safe, or whenever any building or structure becomes open at door(s) or window(s), or damaged from vandalism, fire, or other cause, including lawful entry by police enforcement, leaving the interior of the building or structure exposed to the elements, or accessible to entrance by trespassers; and the owner(s) or other responsible party is unable to be immediately contacted or cannot adequately secure the building or structure within one hour; and where it is determined that it is inappropriate to delay making such building or structure secure; such facts shall be reported to the building official or fire marshal who shall cause the immediate repair, demolition, or boarding up of such dangerous building or structure. The costs of such immediate repair, demolition, or boarding up shall be the responsibility of the owner or party in interest which costs shall be paid within two weeks. The city may choose to deduct such costs from any escrow established pursuant to section 18-194 for such building and/or the city may collect such costs as set forth in section 18-223.

(Ord. No. 975, 1-21-2003; Ord. No. 1002, § 1, 3-1-2005)

Sec. 18-228. - Compliance; return to pre-vacant building status.

Dangerous buildings that have been abated by alteration, repair, or rehabilitation, but remain not regularly occupied," shall return to their pre-vacant building status, and all time frames shall be reset so that the building will be considered to have on that day become not "regularly occupied."

(Ord. No. 1002, § 1, 3-1-2005)

## Darwin McClary

**From:** Janice Beckett
**Sent:** Thursday, May 10, 2018 12:23 PM
**To:** Marilou Uy
**Cc:** Darwin McClary; Stan Kirton
**Subject:** RE: Total Operating Cost of Recycling Drop Off Center

The recycling site is open Thursday, Friday and Saturday from 9 am – 3 pm. One employee works the site approximately 7 hours each of these days with approximately one vehicle hour. Labor for Saturday is overtime. The approximate cost breakdown is as follows:

Labor - $22,000
Vehicle Rental Rate Cost - $4,100
Operating Cost - $780 (Port a john)

**Total Approximate Cost $26,880 Annually**

We have insurance cost for the building, but really no other annual costs that I can think of. The vehicle used for the recycling site is also used for the recycling route and yard waste route on some of our busier days, which is usually Monday & Tuesday.

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**From:** Marilou Uy
**Sent:** Thursday, May 10, 2018 11:29 AM
**To:** Janice Beckett <JBeckett@cityofypsilanti.com>; Stan Kirton <SKirton@cityofypsilanti.com>
**Subject:** FW: Total Operating Cost of Recycling Drop Off Center

Here is question from Darwin.

Marilou T. Uy
Fiscal Services Director
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197
Office: 734.482.9832
Fax: 734.482.7784
muy@cityofypsilanti.com
www.cityofypsilanti.com
Pride. Diversity. Heritage

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**From:** Darwin McClary
**Sent:** Wednesday, May 09, 2018 9:14 AM
**To:** Marilou Uy <MUy@cityofypsilanti.com>
**Subject:** Total Operating Cost of Recycling Drop Off Center

Marilou:

Could you please let me know the total cost of operating the recycling drop off center, including personnel costs, operating costs, and any equipment and other capital costs? Council requested this information. Is it possible to have this information by Friday? Thanks!

**Darwin D. P. McClary**
***City Manager***
One South Huron Street
Ypsilanti, Michigan 48197
(734) 483-1810 – office
(734) 483-7260 – fax
[www.cityofypsilanti.com](http://www.cityofypsilanti.com)

## Darwin McClary

**From:** Stan Kirton
**Sent:** Wednesday, May 09, 2018 12:08 PM
**To:** Darwin McClary
**Subject:** FW: Ann Arbor Recycling Drop Off Center

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**From:** Christopher Simmons
**Sent:** Wednesday, May 09, 2018 10:21 AM
**To:** Stan Kirton <SKirton@cityofypsilanti.com>
**Subject:** RE: Ann Arbor Recycling Drop Off Center

https://recycleannarbor.org/divisions/drop-off-station/about

This drop-off at Platt & Ellsworth is run by Recycle Ann Arbor, and is available to all Washtenaw Co. So Ypsi residents are eligible, but it costs $3 per drop-off.

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**From:** Stan Kirton
**Sent:** Wednesday, May 09, 2018 9:32 AM
**To:** Christopher Simmons <CSimmons@cityofypsilanti.com>
**Subject:** FW: Ann Arbor Recycling Drop Off Center

Do you have an answer to this question? Ann Arbor is currently not allowing outside entities to drop off at their site, is this correct? Thanks.

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**From:** Darwin McClary
**Sent:** Wednesday, May 09, 2018 9:22 AM
**To:** Stan Kirton <SKirton@cityofypsilanti.com>
**Cc:** Nan Schuette <nschuette@cityofypsilanti.com>
**Subject:** Ann Arbor Recycling Drop Off Center

Stan:

As we discussed yesterday, can you contact the City of Ann Arbor to determine if Ypsilanti can collaborate with Ann Arbor to use AA's recycling drop off facilities, at least on an interim basis, until the county regional recycling facilities are set up? I am not sure that Ann Arbor is accepting any additional recycling material at its current facility, but it doesn't hurt to ask. Please let me know their response ASAP, as council would like to have this information.

Thanks so much!

**Darwin D. P. McClary**
***City Manager***
One South Huron Street
Ypsilanti, Michigan 48197
(734) 483-1810 – office
(734) 483-7260 – fax
www.cityofypsilanti.com

# Update on Rice Street Parking Lot

Joe Meyers

Fri 5/11/2018 5:09 PM

To:Darwin McClary <dmcclary@cityofypsilanti.com>;

Darwin, I wanted to give you an update on the status of the rice street parking lot. OHM should have the revised plans for the lot Monday. I will work with staff ensure they meet the our standards. I also have a meeting scheduled with AKT Peerless to discuss any contamination issues on the site next Friday. Once that happens and we get a clear direction moving forward, we will town hall scheduled to discuss the parking lot (maybe in conjunction with the depot town parking discussion).
Please let me know if you would like anything further on this and I will keep you updated on the progress moving forward.
Joe

Joe Meyers
Interim Director of Community and Economic Development
City of Ypsilanti
734.482.9762 direct
231.350.2547 cell
jmeyers@cityofypsilanti.com
www.cityofypsilanti.com

Resolution No. 2018-120
May 15, 2018

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: ____________________________________________

SUPPORTED BY: __________________________________________

YES: NO: ABSENT: VOTE:

# ACTION MINUTES

**CITY OF YPSILANTI**
**COUNCIL REGULAR/BUDGET TOWN HALL/ BUDGET SESSION**
**COUNCIL CHAMBERS - ONE SOUTH HURON STREET**
**TUESDAY, MAY 15, 2018**
**6:00 P.M.**

**I. CALL TO ORDER –**
**The meeting was called order at 6:04 p.m.**

**II. ROLL CALL –**

| | | | | |
|---|---|---|---|---|
| Council Member Bashert | | Present | Council Member Robb | Present |
| Mayor Pro-Tem Brown | | Present | Council Member Vogt | Present |
| Council Member Murdock | (6:04) | Present | Mayor Edmonds | Absent |
| Council Member Richardson | | Present | | |

**III. INVOCATION –**

**IV. PLEDGE OF ALLEGIANCE –**

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

**V. AGENDA APPROVAL-**
**The agenda was approved**

**VI. AUDIENCE PARTICIPATION -**

**VII. REMARKS FROM THE MAYOR –**

**VIII. PUBLIC HEARING –**

1. Resolution approving a Redevelopment Class C license, Sunday Sales, Brewpub, and outdoor sales & additional bar for 209 Pearl St, Ypsilanti, MI.

   A. Resolution No. 2018-112, determination.
   **Offered By: Council Member Bashert; Seconded By: Council Member Vogt**
   **Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)**
   B. Open public hearing.
   C. Resolution No. 2018-113, close public hearing.
   **Offered By: Council Member Bashert; Seconded By: Council Member Vogt**
   **Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)**

**IX.** **ORDINANCE – FIRST READING –**

*Ordinance 1309*

1. An ordinance to rezone 720 Norris, and the west 65' of 715 N River, 717 N River, 719 N River, 721 N River, 723 N River and 725 N River to GC-General Corridor.

   A. Resolution No. 2018-114, determination.
   **Offered By: Council Member Robb; Seconded By: Council Member Bashert**
   **Postponed (June 5th): Yes – 5; No – 1 (Robb); Absent – 1 (Edmonds)**
   B. Open public hearing.
   C. Resolution No. 2018-115, close public hearing.
   **Offered By: Council Member Robb; Seconded By: Council Member Vogt**
   **Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)**

**X.** **CONSENT AGENDA –** Resolution No. 2018-116

1. Resolution No. 2018-117, approving the minutes of May 1, 2018.
   **Offered By: Council Member Vogt; Seconded By: Council Member Bashert**
   **Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)**

~~2. Resolution No. 2018-118, approving appointments to Boards and Commissions.~~ **(moved)**

3. Resolution No. 2018-119, approving an extension of a Local Site Remediation Revolving Fund (LSSRF) Grant for Border to Border Trail remediation.
   **Offered By: Council Member Vogt; Seconded By: Council Member Bashert**
   **Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)**

**XI.** **RESOLUTIONS/MOTIONS/DISCUSSIONS**

1. Resolution No. 2018-118, approving appointments to Boards and Commissions.
   **Offered By: Council Member Vogt; Seconded By: Council Member Bashert**
   **Approved as Amended: Yes – 6; No – 0; Absent – 1 (Edmonds)**

**XII.** **BUDGET OVERVIEW AND HIGHLIGHTS –**

Darwin D. P. McClary, City Manager and Marilou Uy, Fiscal Services Director
- Budget overview and highlights

**XIII.** **BUDGET TOWN HALL –**

**XIV.** **PRESENTATIONS OF DEPARTMENT BUDGETS –**

General and Non General Fund Expenditures Review/Questions (FY 2017-18, FY 2018-19 and FY 2019-20)

John Kaczor, Municipal Analytics, LLC
- Five year projection July 1, 2019 to June 30, 2024

Darwin D. P. McClary, City Manager
- Administration – Page 136
- Attorney-Personnel Litigation – Page 142

Rebecca Craigmile, Human Resources

- Human Resources – Pages 127, 142-143

John Barr, City Attorney
- Legal Services – Page 142

Frances McMullan, City Clerk
- City Council Budget – Page 135
- Clerk's Office – Pages 125, 138
- Treasury – Pages 125, 138-139
- Voter Registration – Pages 126, 139-140
- Administration Hearing Bureau – Pages 129, 149
- City Insurances – Pages 134, 158

**XV. AUDIENCE PARTICIPATION –**

**XVI. REMARKS FROM THE MAYOR** –

**Nominations**

**Planning Commission**
Cheryl Zuellig
702 Collegewood
Ypsilanti, MI 48197
(Reappointment) Exp. – 5/1/2021

**Zoning Board of Appeals**
Heather Khan-Welsh
711 Cambridge St.
Ypsilanti, MI 48197
(Reappointment) Exp. – 5/1/2021

**Sustainability Commission**
Keith Michalowski
410 Maple
Ypsilanti, MI 48198
(Reappointment) Exp. – 5/1/2021

**XVII. COMMUNICATIONS –**

- April 18th and May 4th Traffic Review Committee Minutes.
- April 23rd Human Relations Commission Draft Minutes & Approved Resolution Requesting the LGBT Rainbow Flag be displayed in Council Chambers.

**XVIII. CLOSED SESSION –**

Closed session to discuss City Clerk evaluation pursuant to OMA 15.268, Section (8)(a)
**Offered By: Council Member Richardson; Seconded By: Council Member Vogt**
**Failed: Yes – 1; No – 5 (Richardson, Brown, Bashert, Robb, Murdock); Absent – 1 (Edmonds)**

**XIX. ADJOURNMENT -**

Resolution No. 2018-120, adjourning the City Council Meeting.
**The meeting adjourned at 10:53 p.m.**