



**CITY OF YPSILANTI
SPECIAL COUNCIL MEETING MEETING
Tuesday, August 8, 2023 @ 6:30 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[VIRTUAL ACCESS](#)**

Page

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. 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.

IV. AGENDA APPROVAL

V. PUBLIC COMMENT (3 MINUTES)

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

2 - 9

- A. Resolution No. 2023-158, approving a separation agreement with Frances McMullan, City Manager.
[2023-158 - Pdf](#)

10 - 18

- B. Resolution No. 2023-159, approving the use of pyrotechnics during EMU Home Football Games.
[2023-159 - Pdf](#)

VII. ADJOURNMENT



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: August 8, 2023
SUBJECT: Separation Agreement Frances McMullan, City Manager

DESCRIPTION:

Separation Agreement Frances McMullan, City Manager

SUMMARY:

City Manager Frances McMullan is under a 5-year contract. The contract requires her to give 60 days termination notice. She has requested that the 60 days be waived so she can retire/resign immediately.

I worked with her on a separation agreement, attached, that will waive the 60 days, protect the city and allow 60 days severance.

My recommendation is to accept the agreement.

ATTACHMENTS: Agreement and Resolution to approve.

RECOMMENDED ACTION: Approval of Separation Agreement with Frances McMullan,
City Manager

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-158
August 8, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain separation agreement with Frances McMullan, copy attached, be approved and that the Mayor and City Clerk are authorized to sign for and on behalf of the City of Ypsilanti, subject to the approval of the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
8 day of August 2023

#Resolution No. 2023-158

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made this ___ day of August, 2023, between the City of Ypsilanti (hereinafter "the City") and Frances McMullan (hereinafter "McMullan").

WHEREAS, McMullan wishes to resign her employment with the City;

AND WHEREAS, the City and McMullan, without any admission of liability, wish to amicably settle, compromise, dispose of and release claims, disputes, demands and causes of action as specified in this Agreement:

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

As used herein, the term "the City" means the City of Ypsilanti, Michigan, and its past, present and future: City Council, individual Council Members, Mayor and elected or appointed officials, officers, employees, agents, representatives, successors and assigns. As used herein, the term "McMullan" means Frances McMullan and her heirs, agents, representatives, successors and assigns.

1. McMullan agrees to, and hereby does, voluntarily and irrevocably resign from her employment with the City to pursue other employment. McMullan also agrees that she is not eligible for re-employment with the City and agrees not to seek re-employment with the City in the future. The City hereby accepts McMullan's resignation as set forth below.

2. It is further agreed that McMullan is entitled to all of her MERS 401(a) defined contribution account.

3. The parties agree that McMullan shall resign from the position of City Manager and her employment with the City of Ypsilanti as of the close of business on August ___, 2023. It is further agreed that, as of that close of business day, McMullan shall resign from, and no longer possess, any duties or authority to act on behalf of the City, including contacting third parties on behalf of the City. The parties recognize that McMullan's decision to resign is irrevocable and shall take effect on the dates stated. McMullan agrees to make herself reasonably available to assist the City with any matters if contacted by City staff.

4. Unless McMullan revokes this Agreement as allowed under Paragraph 12, the City, in consideration of the promises and agreements of McMullan herein, agrees as follows:

- a. The City shall waive the sixty (60) day notice requirement found in Paragraph 3(d) of the Employment Agreement between McMullan and the City.
- b. The City shall pay McMullan a lump-sum severance equal in amount to sixty (60) calendar days salary after she is relieved as City Manager.

- c. The City agrees to provide the letter of reference set forth in Attachment A to all those who request such a letter from the City, provided that such request is made to the City's Mayor, City Manager or Director of Human Resources.

5. McMullan shall not be entitled to any health care benefits of any kind through the City of Ypsilanti. Further, McMullan shall not be entitled to payment for any accumulated leave, personal or executive or other time except as explicitly set forth in this Agreement.

6. The City agrees to not contest any claim of McMullan for State of Michigan unemployment benefits.

7. In return for the consideration contained herein, McMullan hereby generally releases and forever discharges the City from any and all suits, claims or causes of action of any type. Without limiting the generality of the foregoing general release, the parties specifically agree that this release and discharge includes any suits, claims or causes of action which could have arisen out of McMullan's employment relationship with the City including, but not limited to, the following:

- a. Any suit, claim or action alleging that McMullan was illegally, improperly or unfairly forced to resign, retire or was terminated from, her employment with the City;
- b. Any suit, claim or action alleging that the City breached any provision of its charter, ordinances, articles or similar governing document(s);
- c. Any suit, claim or action alleging that the City breached the "Ypsilanti City Manager Employment Agreement between the City of Ypsilanti and Frances McMullan" and/or any contract or other agreement, expressed or implied;
- d. Any suit, claim or action alleging that the City violated any provision of any employee handbook, personnel manual or policy, procedure or rule, however named;
- e. Any suit, claim or action alleging any violation of any federal, state or local statute, law, ordinance, regulation or order, including but not limited to, the following: the Fair Labor Standards Act, 29 U.S.C. 201, *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, *et seq.*; the Civil Rights Act of 1866, 42 U.S.C. 1981 and/or 1983; the Civil Rights Act of 1991, Pub. L. No. 102-166; the Americans with Disabilities Act, 42 U.S.C. 12101, *et seq.*; the Family and Medical Leave Act, Pub. L. No. 1030-3; the Elliot-Larsen Civil Rights Act, MCL 37.2101, *et seq.*; the Michigan Handicappers' Civil Rights Act, MCL 37.1101, *et seq.*; the Michigan Minimum Wage Law of 1964; the Michigan Act Regulating Payment of Wages and Fringe Benefits, MCL 408.471; the Michigan Public Employment Relations Act, MCL 423.201, *et seq.*; the Michigan Whistleblowers Protection Act, MCL 15.361, *et seq.*; and/or any state

or federal law pertaining to the treatment of current or former military personnel including Michigan's Veterans' Preference Act, MCL 35.401, *et seq.*;

- f. Any suit, claim or action alleging that McMullan was discriminated against during her employment with the City on the basis of age in violation of the Age Discrimination in Employment Act, 29 U.S.C. 621, *et seq.*, as amended and the Older Workers' Benefit Protection Act. Included in this release and discharge is any suit, claim or action that McMullan's resignation was in violation of the Age Discrimination in Employment Act and/or the Older Workers' Benefit Protection Act. This release does not waive rights or claims which arise after the signing of this Agreement. It is agreed that this waiver is supported by valuable consideration to which McMullan would not have been entitled in the absence of this Agreement.
- g. Any suit, claim or action over which any state or federal court would have jurisdiction, including, but not limited to, any claims of mental and/or physical injury, damages to or loss of personal reputation, defamation, intentional infliction of emotional distress, negligence and/or gross negligence, or violation of constitutional rights; and,
- h. Any suit, claim or action for salary, accumulated leave time, fringe benefits and/or other costs, expenses or attorney fees.

8. The City hereby releases and forever discharges McMullan from any and all suits, claims or causes of action which arise out of the scope of her duties as City Manager. This release does not include claims arising from actions outside of the scope of her duties, activity which was criminal in nature, or claims arising from legal or administrative actions brought by third parties against the City.

9. McMullan further promises and agrees not to file a lawsuit based upon any rights or claims released in this Agreement, and further agrees not to allow or authorize any person or entity to file such lawsuit on her behalf against any released party. McMullan further promises and agrees not to accept any monetary damages which arise out of, or in connection with, any administrative claims which may be filed with, or pursued independently by, any governmental agency against any released party.

10. The parties agree that this Agreement constitutes the entire agreement between them pertaining to the subject matter addressed herein, and shall control over the "Ypsilanti City Manager Employment Agreement between the City of Ypsilanti and Frances McMullan" in any area of conflict between those documents. The parties further agree that this Agreement supersedes any other agreement, written or otherwise. McMullan also agrees that she has not been promised any consideration other than that specifically listed in this Agreement. She further agrees that she is not relying upon any promise, representation or other statement from the City other than that listed herein.

11. McMullan enters into this Agreement knowingly and voluntarily. She further understands that this is a legal and binding document, and acknowledges that she has been advised by the City to consult with an attorney prior to execution of this Agreement.

12. McMullan has the right to consider this Agreement for twenty-one (21) days before signing it. She acknowledges that if she signs this Agreement before the running of the twenty-one (21) day waiting period, she has done so with the full knowledge and understanding that she was entitled to the full twenty-one (21) days within which to consider this Agreement. McMullan further acknowledges that any decision on her part not to utilize the full twenty-one (21) day waiting period is done of her own volition and not at the urging of the City. The parties agree that changes to this Agreement shall not restart the running of the twenty-one (21) day period. If this Agreement is not signed and returned to the City within the twenty-one (21) day period, the Agreement is hereby withdrawn.

13. McMullan may revoke this Agreement by notifying, in writing, the City's Mayor within seven (7) days from the date she signs it. If this Agreement is not so revoked, it shall become effective, enforceable and irrevocable. Any rights or claims arising after the date of this Agreement are not waived.

14. McMullan agrees to return all property, computer equipment, codes, passwords, data and other physical and/or intellectual property belonging to the City.

15. McMullan agrees that, except as required by duly issued and enforceable legal process, she shall not disclose the fact, terms, amount or any information concerning this Agreement to any other person or entity except that she may make such disclosure to her spouse, attorney and tax advisors who, as McMullan's agents, shall be bound by this provision. This paragraph shall not prevent McMullan from truthfully answering questions from prospective employers about the reasons for separation from employment with the City. McMullan further recognizes and acknowledges that this confidentiality provision is a material term of this Agreement, and that its violation by McMullan or her agents will constitute a material breach.

16. The parties agree that any non-enforcement of any provision of the Agreement shall not be considered or construed as a waiver of any provision the Agreement.

17. The terms of this Agreement may only be modified by mutual agreement of the parties in writing.

18. The parties agree that Michigan law shall govern the interpretation and enforcement of this Agreement, and that any action concerning this Agreement may only be commenced and pursued in a Court located in the state of Michigan which has jurisdiction over the City.

19. If any provision, paragraph or subparagraph of this Agreement is found to be contrary to law, then such provision, paragraph or subparagraph shall not be deemed valid, except to the extent permitted by law, but all other provisions, paragraphs and subparagraphs shall remain binding and in full force and effect.

The parties understand that this Agreement is subject to, and contingent upon, approval by the City's City Council.

Dated: August ___, 2023

Frances McMullan

The City of Ypsilanti



By: _____
Nicole, Mayor

By: _____
Andrew Hellenga, City Clerk

Approved as to form:

By: _____
John M. Barr, Ypsilanti City Attorney

ATTACHMENT A

To Whom It May Concern:

This letter confirms that Frances McMullan was employed by the City of Ypsilanti as City Manager from _____, 2019 through August __, 2023. Mrs. McMullan voluntarily retired from her employment with the City.

Sincerely,

Hon. Nicole Brown
Mayor



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: August 8, 2023
SUBJECT: Fireworks Display Permit Application from Eastern Michigan University

DESCRIPTION:

Fireworks Display Permit Application from Eastern Michigan University

SUMMARY:

A request for a Fireworks Display Permit was received from Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department. The University would like to have fireworks display at Rynerson Stadium, 799 N. Hewitt Road, on September 1st, September 16th, October 7th, October 14th, October 28th, and November 14th, 2023.

Attached is proof of public liability insurance for the proposed display with coverage set at \$10,000,000 and with the City being added as an additional insured.

The City Clerk's office recommends approval of the application subject to inspection and approval of the Ypsilanti Fire Department.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-159
August 8, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department has applied for a fireworks permit to allow a fireworks display at Eastern Michigan University's Rynerson Stadium. The fireworks are scheduled on September 1st, September 16th, October 7th, October 14th, October 28th, and November 14th, 2023; and

WHEREAS, ACE Pyro, LLC will operate the display and has obtained public liability insurance in the amount of \$10,000,000 and has added the City of Ypsilanti as an additional insured.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves a Fireworks Display Permit for days; September 1st, September 16th, October 7th, October 14th, October 28th, and November 14th, 2023, subject to the inspection and approval of the Ypsilanti Fire Department.

OFFERED BY: _____

SECONDED BY: _____

YES: _____ NO: _____ ABSENT: _____ VOTE: _____

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 8 day of August 2023

#Resolution No. 2023-159



EMU 2023 Football Proximate Pyrotechnics Display(s)

Display Date(s):

- 9/01/23, 9/16/23, 10/07/23, 10/14/23, 10/28/23, 11/14/23

Display Location:

- Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197
- Pyrotechnics will be fired from 4 rooftop & 2 track-level firing positions at north end of stadium (see attached diagram)

Display Description:

- Pyrotechnics will be employed for EMU team intro and touchdowns
- Duration will be 30 seconds for EMU team intro and 1 instantaneous group of effects for each touchdown

Type of Fireworks:

- Display will consist entirely of products certified UN0431, 1.4G Articles Pyrotechnic
- Pyrotechnics are designed for use on buildings, stages, and other proximate environments
- Pyrotechnics specifically designed to produce no fallout debris and low smoke

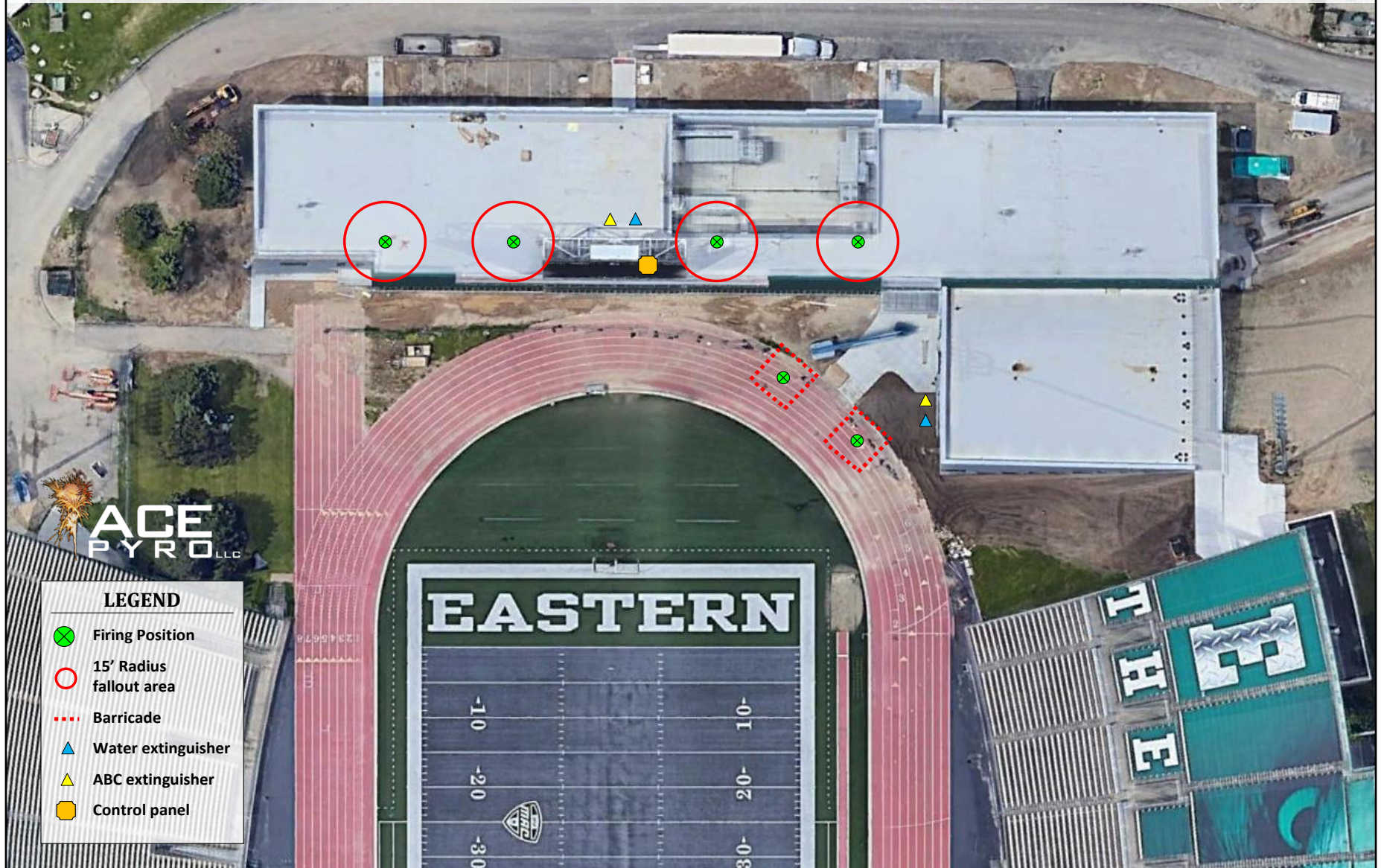
Display Operator Qualifications:

- Display Sales & Production Manager ACE Pyro, LLC
- Certified by the Pyrotechnics Guild International 'Display Operator Certification Course'
- Pyrotechnic Operator License – City of Detroit, Michigan
- Display choreographer
- System developer and industrial engineer – StarFire digital firing system
- 10+ years of experience on 100+ professional fireworks displays

Safety Precautions:

- Compliance with NFPA 1126: Standard for the Use of Pyrotechnics Before a Proximate Audience
- Firing positions will be barricaded to prevent unauthorized access
- Pyrotechnic materials will be attended at all times once on site
- Pyrotechnics will be fired using a computer controller digital firing system
- ABC and water firing extinguishers will be pre-positioned on display site

2023 EMU Football Pyrotechnics Site Map



PO Box 2 | MANCHESTER, MI 48158 | 248-622-5148 | DREW@ACEPYRO.COM

2023 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256		The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.			
TYPE OF PERMIT(S) (Select all applicable boxes)					
☐ Agricultural or Wildlife Fireworks		☐ Articles Pyrotechnic		☐ Display Fireworks	
☐ Public Display		☐ Private Display			
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes					
NAME OF APPLICANT		ADDRESS OF APPLICANT		AGE OF APPLICANT 18 YEARS OR OLDER ☐ YES ☐ NO	
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER			
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER	
NAME OF PYROTECHNIC OPERATOR		ADDRESS OF PYROTECHNIC OPERATOR		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☐ YES ☐ NO	
NO. YEARS EXPERIENCE	NO. DISPLAYS	WHERE			
NAME OF ASSISTANT		ADDRESS OF ASSISTANT		AGE OF ASSISTANT 18 YEARS OR OLDER ☐ YES ☐ NO	
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☐ YES ☐ NO	
EXACT LOCATION OF PROPOSED DISPLAY					
DATE OF PROPOSED DISPLAY		TIME OF PROPOSED DISPLAY			
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT					
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)		NAME OF BONDING CORPORATION OR INSURANCE COMPANY			
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY					
NUMBER OF FIREWORKS		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)			
SIGNATURE OF APPLICANT				DATE	
					

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.	
☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☐ Display Fireworks		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
☐ Public Display ☐ Private Display			
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes			
NAME OF PERSON PERMIT ISSUED TO		AGE (18 YEARS OR OLDER) ☐ YES ☐ NO	
ADDRESS OF PERSON PERMIT ISSUED TO			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION			
ADDRESS			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)			
EXACT LOCATION OF DISPLAY OR USE			
CITY, VILLAGE, TOWNSHIP		DATE	TIME
BOND OR INSURANCE FILED ☐ YES ☐ NO		AMOUNT	

Issued by action of the Legislative Body of a

☐ City
 ☐ Village
 ☐ Township of _____ on the _____ day of _____

 (Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056		CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 E-MAIL ADDRESS: jnau@tpgrp.com		FAX (A/C, No): 425-455-6727
INSURED Ace Pyro, LLC 13001 E. Austin Rd Manchester MI 48158		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : James River Insurance Co		12203
		INSURER B : Everest Denali Insurance Company		16044
		INSURER C : AXIS Surplus Lines Insurance Company		26620
		INSURER D : Arch Specialty Insurance Company		21199
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 880223328

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y		001367790	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SI8CA00266221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			P00100083992002	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				
D	Excess Liability - Occurrence			UXP104824701	11/1/2022	11/1/2023	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form #FP 5201 0112 Additional Insured-Automatic Status When Required By Written Contract or Written Agreement attached:

Additional Insured: City of Ypsilanti and Eastern Michigan University
Event Location: Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197
Display Dates: 09/01/2023, 09/16/2023, 10/07/2023, 10/14/2023, 10/28/2023, 11/14/2023

CERTIFICATE HOLDER

CANCELLATION

City of Ypsilanti 1 South Huron Street Ypsilanti MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

☐ All Coverage Parts or

☒ Only the following checked Coverage Part(s)

- ☒ COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY – LIMITED
- N/A COVERAGE PART C - PROFESSIONAL LIABILITY
- N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
- N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
- ☐ COVERAGE PART F - PRODUCTS/COMPLETED OPERATIONS LIABILITY
- N/A COVERAGE PART G - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SECTION II – Who Is An Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this Policy by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or, "property damage" but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

Liability for the above acts or omissions includes the liability you are required to assume in a written contract or written agreement with an additional insured that is specifically related to "your work", provided that assumption of the additional insured's liability is permitted by law.

The insurance provided to the additional insured(s) under this endorsement is limited as follows:

1. In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
2. Any coverage provided by this endorsement to an additional insured(s) shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.
3. With respect to the insurance afforded to the additional insured(s), the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, (other than service, maintenance or repairs) on the project to be performed by

or on behalf of the additional insured(s) at the location of the covered operations, has been completed; or

- b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

provided that item 3.a. and 3.b. above shall not apply if such coverage is required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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