



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, September 5, 2023 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[VIRTUAL MEETING](#)**

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. PRESENTATIONS

VI. PUBLIC COMMENT (3 MINUTES)

VII. ORDINANCES FIRST READING

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- A. Ordinance 1409, an ordinance entitled "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park."
1. Resolution No. 2023-160, determination
2. Public Hearing
3. Resolution No. 2023-161, closing the public hearing
[Supporting Documentation - Pdf](#)

VIII. CONSENT AGENDA

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- A. Resolution No. 2023-162, approving the Consent Agenda.
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- B. Resolution No. 2023-163, approving the Minutes of the August 1st and August 8th, 2023, City Council meetings.
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- C. Resolution No. 2023-164, approving John S. Gilbreath Jr. as an Administrative Hearings Bureau Officer.
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- D. Resolution No. 2023-165, approving Daniel DuChene as an Administrative Hearings Bureau Officer.

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- 28 - 30** E. Resolution No. 2023-166, approving Jacob Hutchins as the city's MERS delegate.
[2023-166 - Pdf](#)
- 31 - 36** F. Resolution No. 2023-167, approving the extension of the Grace Sweeney Solar Rebate Program for 5 years.
[2023-167 - Pdf](#)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 37 - 46** A. Resolution No. 2023-168, approving a Fireworks Display Permit at Eastern Michigan University on November 14th, 2023.
[2023-168 - Pdf](#)
- 47 - 49** B. Resolution No. 2023-169, approving a process for Letters of Agreement with collective bargaining groups.
[2023-169 - Pdf](#)
- 50 - 112** C. Resolution No. 2023-170, approving a Letter of Agreement regarding DPS Overtime
[2023-170 - Pdf](#)
- 113 - 115** D. Resolution No. 2023-171, approving Aaron Smith as Acting City Clerk and approving pay adjustments for the Acting City Manager and Acting City Clerk.
[2023-171 - Pdf](#)
- 116 - 148** E. Resolution No. 2023-172, approving a service and budget for the Executive Search for the City Manager position.
[2023-172 - Pdf](#)
- 149 - 160** F. Resolution No. 2023-173, approving appointments to Boards and Commissions.
[2023-173 - Pdf](#)
- 161 - 165** G. Resolution No. 2023-174, approving a mill and overlay of the N Adams Parking Lot in partnership with YCUA.
[2023-174 - Pdf](#)
- H. Discussion regarding housing and community safety

X. BOARD AND COMMISSION - COMMUNICATIONS

XI. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.

5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

XII. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool
6. Bicentennial Committee

XIII. COUNCIL PROPOSED BUSINESS

XIV. COMMUNICATIONS FROM THE MAYOR

XV. COMMUNICATIONS FROM THE CITY MANAGER

XVI. COMMUNICATIONS

XVII. PUBLIC COMMENT (3 MINUTES)

XVIII. REMARKS FROM THE MAYOR

XIX. ADJOURNMENT

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- A. Resolution No. 2023-175, adjourning the City Council Meeting.
[2023-175 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: September 5, 2023
SUBJECT: City Code Chapter 78-100 Amendments

DESCRIPTION:

City Code Chapter 78-100 Amendments

SUMMARY:

The Planning Commission has requested an amendment to the City Code to prohibit smoking within 15 feet of play structures in city parks. After review of the City Code and in consultation with interim City Manager Hellenga and Deputy City Clerk Smith, and approval of councilmembers Sweet and Tooson, it is recommended that the City Code be amended to prohibit smoking in all City buildings and tot-lots and within 15 feet of all play structures in City parks.

A draft ordinance amendment is attached.

ATTACHMENTS: Proposed Ordinance Amendment

RECOMMENDED ACTION: Adoption of the ordinance amendment

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-160
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

An Ordinance entitled "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park"

Be adopted on first reading.

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 5 day of September 2023

#Resolution No. 2023-160

Whereas, the Parks and Recreation Commission reviewed the City of Ypsilanti's current ordinance regarding smoking in city parks with consideration in support of healthy, active parks that are frequented by members of the public, including groups that are particularly susceptible to second-hand smoke, including youth, and

Whereas, according to the World Health Organization's 2019 study, "Tobacco consumption represents the leading preventable cause of death and disease worldwide and one of the most significant global public health concerns, accounting for almost eight million deaths annually", and

Whereas, the Parks and Recreation Commission weighed factors including use of parks by the general public and during special events, types of facilities in parks, and limiting negative interactions with law enforcement officials, and

Whereas, the Parks and Recreation Commission found a similar ordinance enacted in the City of Dearborn, and

Whereas, smoking is already prohibited in the City's tot lots, consisting of the Edith Hefley Tot Lot, Carrie Mattingly Tot Lot, and Charles Street Tot Lot, and

Therefore, be it resolved the Parks and Recreation Commission recommends expanding the City of Ypsilanti's ordinance to prohibit smoking, lighting, or carrying a lighted pipe, cigar, cigarette, or other smoking device of any kind within 15 feet of the outermost edge of any play structure that has been erected in a park. This prohibition includes the use of any e-cigarette, e-cigar, e-pipe, and any personal vaporizer or electronic nicotine delivery system of any kind, and

Be it further resolved that the Parks and Recreation Commission recommends that a violation of this ordinance is enforceable upon first offense with a warning, and upon second and subsequent offenses by a civil infraction, which shall be punishable by a fine of not more than \$50.00 (fifty dollars), and

Be it further resolved the Parks and Recreation Commission recommends installing "No Smoking" signs 15 feet from the outermost edge of any play structure erected in a park, or at the nearest and most accessible sign.



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1419**

An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park

1. THE CITY OF YPSILANTI HEREBY ORDAINS

That section 78-100 (13) of the Ypsilanti City Code is hereby amended to revise section 78-100 (13) to prohibit smoking in any city building, tot-lot playground or within 15 feet of any play structure in any city park as follows:

• **Sec. 78-100. - Other prohibited activities.**

While in a city park, city owned property or open area, no person shall:

- (1) Use any device transmitting electronically amplified sound, including, but not limited to radios, tape recorders, automobile radios or music amplifiers at a volume so that the sound may be heard by persons of normal sensitivity at a distance of more than 50 feet, except by special permission and permit granted by the chief of police.
- (2) Enter the premises of any swimming pool facility or use any other park facility for which payment is required without making the required payments and being duly admitted to the use of the facility.
- (3) Loiter in or about any restroom/washroom, or use such facilities for purposes other than those intended.
- (4) Carry, possess, sell, use or discharge any weapon, explosives or fireworks without legal authority. The following persons have such legal authority:
 - a. Duly authorized law enforcement officers or officials.
 - b. Members of the United States armed services, army reserve, and national guard while on active duty or reserve or special duty.
 - c. Holders of a valid license to carry concealed weapons while within the restrictions imposed by the license.
 - d. Holders of a special fireworks or explosive permit issued by the city council.
- (5) Make or excite any disturbance so that the peace and good order of other persons using the park, city owned property or open area or persons in the neighborhood of such property are disturbed.
- (6) Interfere with any baseball, football, or hockey game or other authorized event.

- (7) Gamble or maintain a gaming table or pool tickets, used for gaming or knowingly suffer a gaming table or pool tickets to be kept, maintained, played or sold on any park, city owned property or open area except under special event permit.
- (8) Operate powered, line attached model crafts or remote controlled crafts of any kind or description, including but not limited to airplanes, boats and automobiles except in areas set aside for those specific activities.
- (9) Operate any portable electric generator, alternator or other machinery, except by permission and permit granted by the city manager. All departments of the city and all franchise utility companies operating within the city are exempt from this provision.
- (10) Wear footgear that will damage, injure or create need for excessive maintenance on any field, court, deck, floor, turf or specialized surface prepared for particular games or activities. In areas posted with a sign specifying footgear authorized or approved it shall be unlawful for any person to participate in any sports activities in any such area other than with the footgear so designated.
- (11) Enter any body of water for the purpose of swimming, diving, wading, bathing, when such activities are prohibited by signs conspicuously posted.
- (12) Sell, offer to sell, show, hawk, display, or distribute any goods, wares, merchandise or refreshments, or conduct business of any kind, without a peddler's license or special events permit.
- (13) Smoke, light, or carry a lighted pipe, cigar, cigarette, or other smoking devise of any kind in any of the City's tot-lot playgrounds. This prohibition includes the use of any e-cigarette, e-cigar, e-pipe, and any personal vaporizer or electronic nicotine delivery system of any kind In any city building including city hall, police station, fire station, senior center, Rutherford Pool, Freighhouse, DPS buildings, Parkridge Community Center, tot-lot playground, or within 15 feet of the outermost edge of any play structure, rest room or pavilion in any city park (Code 1983, § 3.3(9)—(12), (15), (17), (19)—(23), (26); Ord. No. 1179, § 1, 6-19-2012; Ord. No. 1231, § 1, 11-18-2014; Ord. No. 1241, § 1, 2-17-2015; [Ord. No. 1383](#), 10-5-2021)

2. Severability. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance

are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2023.

Aaron Smith, Deputy City Clerk

Attest

I do hereby confirm that the above Ordinance No. ____ was published in
Washtenaw Legal News on the _____ day of _____, 2023.

Aaron Smith, Deputy 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 _____,
2023.

Aaron Smith, Deputy City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

RESOLUTION NO. 2023-161

September 5, 2023

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

The public hearing for an ordinance entitled "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2023-162
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2023-163, approving the minutes of the August 1 and August 8, 2023, City Council meetings.**
2. **Resolution No. 2023-164, approving John S. Gilbreath Jr. as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the acting City Manager.**
3. **Resolution No. 2023-165, approving Daniel DuChene as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the acting City Manager.**
4. **Resolution No. 2023-166, approving Jacob Hutchins as the City of Ypsilanti's MERS Employee Delegate at the MERS Annual Meeting September 28th-29th, 2023, at the Detroit Marriott Renaissance Center.**

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
5 day of September 2023

#Resolution No. 2023-162



Resolution No. 2023-163
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the August 1st and August 8th, 2023, City Council Meetings be approved.

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 5 day of September 2023

#Resolution No. 2023-163



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, August 1, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, August 1, 2023, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Pro-Tem Steven Wilcoxon, Mayor Nicole Brown, Council Member Desirae Simmons, Council Member Evan Sweet, Council Member Roland Tooson, and Council Member Michelle King

ABSENT: Council Member Jennifer Symanns

I CALL TO ORDER

The meeting was called to order at 7:00 pm

II ROLL CALL

Mayor Pro-Tem Wilcoxon moved, seconded Council Member Tooson to excuse the absence of Council Member Symanns.

On a voice vote, the motion was carried, and the absence was excused

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

The agenda was approved as submitted

V PUBLIC COMMENT (3 MINUTES)

Six members of the public spoke

VI CONSENT AGENDA

a) Resolution No. 2023-145, approving the Consent Agenda.

Council Member Roland Tooson moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-145

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1.Resolution No. 2023-146, approving the minutes of the July 25, 2023 City Council Meeting.

2.Resolution No. 2023-147, approving the declaration to Turn the Town Teal for cervical cancer awareness.

3.Resolution No. 2023-148, approving alternative meeting dates for the July and December Board of Review Meetings.

4.Resolution No. 2023-149, approving Rachel Frye, HR Director, to represent the City of Ypsilanti as Officer delegate at the Municipal Employees' Retirement Systems Conference.

5.Resolution No. 2023-149A, approving an amount of \$34,455.53 for the motor rebuild of Engine 1 to be used by the Fire Department.

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- b) Resolution No. 2023-146, approving the minutes of the July 25, 2023 City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 25, 2023 City Council Meeting be approved.

- c) Resolution No. 2023-147 approving the declaration to Turn the Town Teal for cervical cancer awareness.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Turn the Town Teal is a national campaign to create awareness of ovarian cancer and its symptoms;

WHEREAS, ovarian cancer is the deadliest of gynecologic cancers and a leading cause of cancer-related death in women. There is no early detection test for ovarian cancer; It is referred to as "The Silent Disease"; and

WHEREAS, each year the Michigan Ovarian Cancer Alliance (MIOCA), a nonprofit and partner member of the Ovarian Cancer National Alliance, sponsors "Turn the Towns Teal, a national campaign to create awareness of ovarian cancer; and

WHEREAS, this event is held in conjunction with National Ovarian Cancer Awareness Month, from September 1 to September 30; and

WHEREAS, the Michigan Ovarian Cancer Alliance would like to tie teal ribbons throughout the city, post awareness posters at establishments, and distribute information cards; and

WHEREAS, the Michigan Ovarian Cancer Alliance (MIOCA), will cover all expenses incurred by this campaign and there will be no cost to the city.

THEREFORE BE IT RESOLVED THAT the Mayor and City Council supports this national campaign and approves of teal ribbons being tied throughout the city September 1st - September 30, 2023, along with lawn signs, awareness posters and information cards being provided for establishments that are interested.

- d)** Resolution No. 2023-148, approving alternative meeting dates for the July and December Board of Review Meetings.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Section 53b of the General Property Tax Act, MCL 211.53b, requires a Board of Review that meets in July and December to meet on the Tuesday following the third Monday in July and the Tuesday following the second Monday in December; and

WHEREAS, Public Act 122 of 2008, effective May 9, 2008, allows for an alternate July and December Board of Review meeting date during the week of the third Monday in July and during the week of the second Monday in December, if authorized by the governing body of the municipality, and;

NOW, THEREFORE, BE IT RESOLVED, Pursuant to Public Act 122 of 2008 City of Ypsilanti authorizes the Board of Review to schedule an alternative meeting date during the week of the third Monday in July and the during the week of the second Monday in December. Said meeting will be posted pursuant to the Open Meetings Act.

- e)** Resolution No. 2023-149, approving Rachel Frye, HR Director, to represent the City of Ypsilanti as Officer delegate at the Municipal Employees' Retirement Systems Conference.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Municipal Employees' Retirement System of Michigan covers all full-time City employees excluding Fire and Police Pension system Members, and

WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting September 28-29, 2023, in Detroit, MI and

WHEREAS, the Municipal Employees' Retirement System allows one officer delegate to be appointed by a governing body to attend the conference, and

WHEREAS, this governing body has appointed Rachel Frye, HR Director as an officer delegate,

THEREFORE, BE IT RERESOLVED, that this employee be appointed as an officer delegate.

- f) Resolution No. 2023-149A, approving an previously budgeted amount for the motor rebuild of Engine 1 to be used by the Fire Department. (added)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Fire Department Engine-1 has a blown motor and it was quicker and cheaper to rebuild the current motor and purchase an extended warranty; and

WHEREAS, the cost to rebuild was approximately \$25K and was expected to be out of service for two months; and

WHEREAS, Engine 1 was rebuilt and placed back in service on July 21, 2023; and,

WHEREAS, when being service additional issues were found increasing the price to \$34,455.53; and,

WHEREAS, Due to the price changes, the Fire Department requests \$34,455.53 be paid from the truck maintenance account # 641.7.9340.818.00 to Cummins Sales and Service; and,

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the repair from Cummins Sales and Service. in the amount totaling \$34,455.53.00, with any change orders to be approved by the City Manager.

VII RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2023-150, approving brownfield funding mechanism for Water Street.

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Michelle King, to approve Resolution No. 2023-150

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Whereas, the City of Ypsilanti is working on the clean up and redevelopment of the Water Street Project, and

Whereas, there are clean up and redevelopment costs, and

Whereas, the City of Ypsilanti and the Washtenaw County Brownfield Redevelopment Authority (WCBRA) agreed on a plan for Tax Increment Financing (TIF) and sharing of Tax Increment Revenue (TIR) in 2015, and

Whereas, WCBRA has now received some TIR and a agreement for disbursement is needed,

Now Therefore, the certain Washtenaw County Brownfield Redevelopment Authority Reimbursement Agreement is here by approved and the Mayor and City Clerk are authorized to sign the same for and on behalf of the City Attorney. The City Manager is authorized to approve any technical changes, subject to the approval of the City.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxen
SECONDER:	Council Member Michelle King
AYES:	Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- b) Resolution No. 2023-143, approving a proposal with Carlisle Wortman for planning services. **(tabled)**

Mayor Pro-Tem Steven Wilcoxen moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023- 143 option 1

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve Planning Services Proposal Option 1 from Carlisle Wortman.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxen
SECONDER:	Council Member Evan Sweet
AYES:	Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- c) Resolution No. 2023-151, approving Ordinance 1408, an ordinance entitled "Amending Chapter 7 of the Ypsilanti City Code" **(Second Reading)**

Council Member Desirae Simmons moved, seconded by Mayor Pro-Tem Steven Wilcoxen, to approve Resolution No. 2023-151

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

The certain ordinance entitled: "An Ordinance to amend Chapter 7 – MARIJUANA" be adopted on Second and Final Reading.

RESULT:	DEFEATED.
MOVER:	Council Member Desirae Simmons
SECONDER:	Mayor Pro-Tem Steven Wilcoxen
AYES:	Nicole Brown and Desirae Simmons
NAYS:	Steven Wilcoxen, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- d) Resolution No. 2023-152, approving Ordinance 1417, an ordinance entitled "An Ordinance to repeal Chapter 78 Parks and Public Property, sections 78-46 to sections 78-51; and Chapter 79 Public Art, sections 79-1 to 79-8 of the Ypsilanti City Code and add Chapter 80 Parks and Art to the Ypsilanti City Code ". **(Second Reading)**

Council Member Desirae Simmons moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-152

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

the ordinance named "An ordinance to Repeal Chapter 78 Parks and Public Property and Chapter 79 Public Art and replace with New Chapter 80 Parks and Art" Be approved on Second and Final Reading.

RESULT:	CARRIED.
MOVER:	Council Member Desirae Simmons
SECONDER:	Council Member Evan Sweet
AYES:	Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- e) Resolution No. 2023-153, extending the deadline of the negotiation of the community benefits agreement of 206-210 N Washington to September 20, 2023.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-153

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; a Community Benefits Committee was appointed to negotiate an agreement for a Payment in Lieu of Taxes (PILOT), for the development of 206-210 N Washington; and

WHEREAS; in order to properly negotiate said agreement the committee is asking to extend the deadline of sixty days as provided by Ordinance 1325; and

WHEREAS; the committee is requesting an additional thirty-days moving the deadline from August 20th to September 20th.

NOW THEREFORE BE IT RESOLVED; That the City Council of the City of Ypsilanti approves the committee's request and extends the deadline to September 20th.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- f) Resolution No. 2023-154, approving the sale of alcohol for the Bicentennial Celebration on August 19, 2023.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-154

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; The City of Ypsilanti's Bicentennial falls on August 19, 2023; and

WHEREAS; a Committee was formed, by approval of Resolution No. 2022-061 to plan celebrations throughout the year 2023; and

WHEREAS; the Committee has planned an event on the date of the bicentennial at Riverside Park; and

WHEREAS; the Chamber of Commerce has secured a special events liquor license through the Michigan Liquor Control Commission for a beer tent during the celebration; and

WHEREAS; the sale on alcohol will be confined to a specified tent and have properly trained staff serving in a responsible manner.

NOW THEREFORE BE IT RESOLVED; that the City Council of the City of Ypsilanti hereby approve the sale of alcohol in Riverside Park on August 19, 2023 in concert with the city's bicentennial celebration.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- g)** Resolution No. 2023-155, approving sponsorship in the amount of \$1,200 for the Parkridge Summer Festival and Joe Dulin Community Day.

Council Member Michelle King moved, seconded by Council Member Desirae Simmons, to approve Resolution No. 2023-155

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year the Parkridge Summer Festival and Joe Dulin Community Day will take place Saturday, August 26th in Parkridge Park; and

WHEREAS, the Parkridge Summer Festival and Joe Dulin Community Day event organizer is requesting that the City be a co-sponsor of the 2023 event by providing a donation of \$1,200; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2023 Parkridge Summer Festival and Joe Dulin Community Day would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to be a sponsor of the 2023 Parkridge Summer Festival and Joe Dulin Community Day by providing a donation in the amount of \$1,200.

RESULT:	CARRIED.
MOVER:	Council Member Michelle King
SECONDER:	Council Member Desirae Simmons
AYES:	Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- h) Resolution No. 2023-156, approving a memorandum of agreement with the Washtenaw County Sheriff for temporary investigative assistance. (added)

Council Member Roland Tooson moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-156

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Whereas, the City of Ypsilanti and Washtenaw County Sheriff have agreed on temporary investigative assistance and put the agreement into writing,

Now Therefore the

**MEMORANDUM OF AGREEMENT WASHTEANW COUNTY SHERIFF
AND YPSILANTI POLICE DEPARTMENT INTERAGENCY PLAN AND AGREEMENT
TEMPORARY INVESTIGATIVE ASSISTANCE**

Is approved and the Police Chief is authorized to sign the agreement, subject to the approval of the City Attorney.

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns

- i) Discussion regarding the evaluations of the City Manager and City Clerk (added)

VIII BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. - Council Member Tooson stated the next meeting in on August 24th.
2. Human Relations Commission. - None
3. Arts Commission. - None
4. Parks and Recreation Commission. - None
5. Sustainability Commission. - None
6. Historic District Commission. - None
7. Planning Commission. - None
8. Zoning Board of Appeals - None

IX LIAISON REPORTS

1. SEMCOG Update - None
2. Washtenaw Area Transportation Study - None
3. Urban County - None
4. Ypsilanti Downtown Development Authority - None
5. Friends of Rutherford Pool - Mayor Pro-Tem Wilcoxon stated the board meets on Wednesday, August 2nd and the kids triathlon will be held on August 12th.
6. Bicentennial Committee - Council Member Sweet stated the bicentennial is in two weeks from Saturday and the celebration will be followed by a historic homes tour.

X COUNCIL PROPOSED BUSINESS

a) King

1. Stated she will be holding a block party on August 2th from 11 am to 3 pm.
2. Asked if while on the conference the council members attending could participate in a retreat.

b) Tooson

1. Stated that a home on Hart Place is having issues with drainage in front of their home and is concerned about the potential safety issues.
2. Reminded council about the Field Day occurring on August 12th at Ford Lake Park.

XI COMMUNICATIONS FROM THE MAYOR

1. Thanked all of city staff for their continued dedicated service to the city.

XII COMMUNICATIONS FROM THE CITY MANAGER

XIII PUBLIC COMMENT (3 MINUTES)

Four members of the public spoke

XIV REMARKS FROM THE MAYOR

XV ADJOURNMENT

- a)** Resolution No. 2023-156, adjourning the City Council Meeting.

The meeting was adjourned at 8:27 pm

- b)** Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



MINUTES SPECIAL COUNCIL MEETING Meeting

6:30 PM - Tuesday, August 8, 2023
Council Chambers

The SPECIAL COUNCIL MEETING of the City of Ypsilanti was called to order on Tuesday, August 8, 2023, at 6:30 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Mayor Pro-Tem Steven Wilcoxon, Mayor Nicole Brown, Council Member Evan Sweet, Council Member Michelle King, and Council Member Roland Tooson

ABSENT: Council Member Desirae Simmons

1 CALL TO ORDER

The meeting was called to order at 6:30 PM.

2 ROLL CALL

Council Member Symanns moved, seconded by Council Member Tooson to excuse the absence of Council Member Simmons. On a voice vote, the motion was carried, and the absence was excused.

3 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.

4 AGENDA APPROVAL

Mayor Pro-Tem Wilcoxon moved, seconded by Council Member Tooson, to approve the agenda. On a voice vote, the motion carried.

Yes - 6, No - 0, Absent - 1

5 PUBLIC COMMENT (3 MINUTES)

No comments were made.

6 RESOLUTIONS/MOTIONS/DISCUSSIONS

a) Resolution No. 2023-158, approving a separation agreement with Frances McMullan, City Manager.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-158.

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

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.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Michelle King, and Roland Tooson
ABSENT:	Desirae Simmons

- b) Resolution No. 2023-159, approving the use of pyrotechnics during EMU Home Football Games.

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to amend Resolution 2023-159 to remove approval for the November 14th, 2023, date.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Roland Tooson
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Michelle King, and Roland Tooson
ABSENT:	Desirae Simmons

Council Member Roland Tooson moved, seconded by Council Member Evan Sweet, to approve Resolution 2023-159 as amended.

Whereas, Chris Pappas 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.

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Michelle King, and Roland Tooson
ABSENT:	Desirae Simmons

7 ADJOURNMENT

The meeting was adjourned at 6:39 PM.



Resolution No. 2023-164
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Council approves John S. Gilbreath Jr. as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the City Manager.

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 5 day of September 2023

#Resolution No. 2023-164



Resolution No. 2023-165
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Council approves Daniel DuChene as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the City Manager.

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 5 day of September 2023

#Resolution No. 2023-165



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Rachel Frye
DATE: September 5, 2023
SUBJECT: Jacob Hutchins MERS Delegate

DESCRIPTION:

Jacob Hutchins MERS Delegate

SUMMARY:

It is requested that the City Council agenda for September 5, 2023, include consideration of a resolution authorizing the attendance of one delegate to attend the MERS 2023 Retirement Conference, scheduled for September 28-29, 2023, in Detroit, MI.

MERS requires an election by secret ballot for the employee delegate. The election process was conducted from August 7, 2023, through August 11, 2023. One employee was nominated: Jacob Hutchins from Department of Public Services.

The registration fee is \$345 per person. The total amount of funds required to attend the meeting will be \$255 plus tax and mileage reimbursement

RECOMMENDED ACTION:

It is recommended that the City Council approve the selection of Jacob Hutchins to attend the MERS 2023 Retirement Conference.

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-166
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Municipal Employees' Retirement System of Michigan covers all full-time City employees excluding Fire and Police Pension system Members, and

WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting September 28-29, 2023, in Detroit, MI and

WHEREAS, the Municipal Employees' Retirement System allows an employee delegate to be elected by secret ballot to attend the conference, and

WHEREAS, the employees have elected Jacob Hutchins from Department of Public Services as delegate,

THEREFORE, BE IT RERESOLVED, that this employee be appointed as employee delegate.

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 5 day of September 2023

#Resolution No. 2023-166



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: September 5, 2023
SUBJECT: Grace Sweeney Solar Rebate Program Extension

DESCRIPTION:

Grace Sweeney Solar Rebate Program Extension

SUMMARY:

Grace Sweeney, widow of councilmember and mayor Pete Murdock remembered and honored the City of Ypsilanti in her will and left the city a bequest. The bequest was augmented by other donated and city funds and a solar grant program was established. A copy of the program is attached.

The grant program had a sunset provision of May 31, 2023 that is expired. Funds remain in the account and staff is requesting that the grant be extended until funds are depleted or 5 years, whatever comes sooner.

A resolution of extension is attached.

ATTACHMENTS: Proposed resolution to extend grant.

RECOMMENDED ACTION: Adopt the resolution to extend the grant.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-167
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

that the Grace Sweeney Golar Rebate Program (Grant Program) be extended five (5) years to expire at the sooner of the depletion of all funds or five (5) years to May 31, 2028 on the same terms and conditions as the original program dated May 24, 2022.

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 5 day of September 2023

#Resolution No. 2023-167



REQUEST FOR LEGISLATION
5/24/2022

For: Mayor and City Council

From: Christopher Jacobs, Community Development Manager

Subject: Grace Sweeney Solar Rebate Program

SUMMARY & BACKGROUND:

Grace Sweeney and Pete Murdock were long-time Ypsilanti residents and very involved in the community. Pete passed away in 2019 followed by Grace in 2021. Grace was a fierce supporter of education, libraries, unions, solar power, and people. She paid her own way and covered the needs of many others. She operated as a good neighbor and a quiet philanthropist. Her legacy is the habit of "paying forward" in support of her Pete, students, and civic causes. Grace graciously chose Solar Ypsi to continue part of her legacy to support solar projects in the City of Ypsilanti. We have created the Grace Sweeney Solar Rebate Program in her honor. 100% of Grace's donation will go to residents to help lower the cost of installing solar.

Grace Sweeney left a total of \$73,149.50 to the City which has been rounded up to \$74,000 with the help of Dave Strenski. Dave has requested the City consider contributing \$6,000 towards this solar rebate program to make it an even \$80,000. The reason for this is in the nature of the program and maximizing its effectiveness. An even \$80,000 would allow for 40 rebates of \$2,000 to help offset the cost of solar installations to any resident in the City. The program would also limit the number of rebates a single property owner may claim so to ensure equity among those able to access the funding. This solar rebate program would be an effective tool to help boost our sustainability efforts and impressive watts per capita metrics.

Furthermore, this program would help us identify properties in the NEZ where \$50,000 additional CDBG funding is available. One concept we are working with is to set aside \$20,000 from the Grace Sweeney inheritance and further subsidize the cost of solar installation in the Heritage Park Neighborhood area. The cost of each solar installation ranges from \$7,500 to \$12,000 depending on size and a 26% federal tax credit is available. Each home in this qualified area where CDBG can be applied would then receive \$7,000 total rebate between the two funding sources and up to 10 homes could receive this layered funding.

A solar rebate program like this is relatively innovative among municipalities in the state of Michigan and this two-phase approach could be transformative. This may serve as a pilot program for other communities to replicate to encourage solar adoption. Between these two sources of funding, we could potentially increase solar adoption by 40 households which would be a substantial increase and boost our watts per capita significantly.

There are several proposed requirements for solar rebate grant program including:

- 1) Rebate only available for property in the City of Ypsilanti.
- 2) CDBG Funding is only available to projects in the NEZ
- 3) The complete solar installation including all electrical work needs to be \$2.50 per watt or lower.
- 4) Minimum solar installation size is 2kW. No maximum size limit.
- 5) Contractor and homeowner installations are eligible.
- 6) One solar rebate per address. Available to homeowners, rentals, businesses, and non-profits.
- 7) Solar rebate reservations open June 1, 2022 and closes May 31, 2023.
- 8) Solar installation must be completed 6 months from initial permit.

How it works

- 1) Owner gets a written quote from one or more licensed solar contractors. A list of contractors can be found here: <https://www.2glrea.org/business-directory>
- 2) Owner verifies that they have a quote that is \$2.50/watt or lower to qualify for rebate.
- 3) Owner sends the quote to City Hall (email or hardcopy) to reserve a rebate slot.
- 4) Owner is sent a notice by letter or email that the project is eligible for \$2,000 rebate. A rebate slot is not reserved until the owner/contractor pays for all required city building permits.
- 5) Owner tells the solar contractor to perform the work.
- 6) Owner/Contractor pulls and pays for all required City permits. Once permits are paid in full, the project will be notified by letter or email that a solar rebate slot has been reserved for the project.
- 7) Solar project is complete and passes all inspections within the 6-month time limit.
- 8) Rebate check for \$2,000 is sent to the named owner on the city permit.
- 9) Rebate award decisions are at the sole discretion of the City of Ypsilanti.
- 10) Owner will sign a hold harmless agreement with the City of Ypsilanti for protection against any liability arising from solar installation.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-129
May 24, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Grace Sweeney and Pete Murdock were long-time Ypsilanti residents and leaders in the community leaving behind a total of \$73,149.50 to support new solar installations in the City; and

WHEREAS, Dave Strenski has served as a leader in solar adoption and installation across the City of Ypsilanti and has volunteered to assist in the development and application of a solar rebate grant program aimed at boosting solar arrays on residential homes in the City; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the Solar Rebate Grant Program allocating \$80,000 for this purpose under the proposed rules as recommended.

OFFERED BY: Council Member Annie Somerville

SUPPORTED BY: Mayor Pro-Tem Nicole Brown

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

I do hereby certify that the above resolution is a true and correct copy of Resolution 2022-129 as passed by the Ypsilanti City Council, at their meeting held on May 24, 2022.

Andrew Hellenga, City Clerk



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Aaron Smith
DATE: September 5, 2023
SUBJECT: EMU Fireworks November 14th

DESCRIPTION:

EMU Fireworks November 14th

SUMMARY:

At the August 8th, 2023, City Council meeting, Council approved a Fireworks Display Permit for ACE Pyro LLC on behalf of the Eastern Michigan University Athletic Department for displays at Rynerson Stadium, 799 N. Hewitt Road, on September 1st, September 16th, October 7th, October 14th, and October 28th, 2023. Council requested more information before approving the final desired date of November 14th, 2023, due to this date falling on a Tuesday. All other dates fell on Fridays or Saturdays.

Chris Pappas from ACE Pyro LLC will provide details of steps taken to minimize disruption such a display would cause on a weeknight. 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.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-168
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Chris Pappas 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; and

WHEREAS, City Council previously approved the September 1st, September 16th, October 7th, October 14th, and October 28th, 2023, dates at the August 8th, 2023, meeting; and

WHEREAS, At the August 8th meeting, City Council requested more information before approving the November 14th, 2023, date due to possible disruptions of a fireworks display on a weeknight; and

WHEREAS, Chris Pappas appeared at the September 5th, 2023, City Council meeting to provide Council with the requested information.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves a Fireworks Display Permit for November 14th, 2023, subject to the inspection and approval of the Ypsilanti Fire Department.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2023-168

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

#Resolution No. 2023-168



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

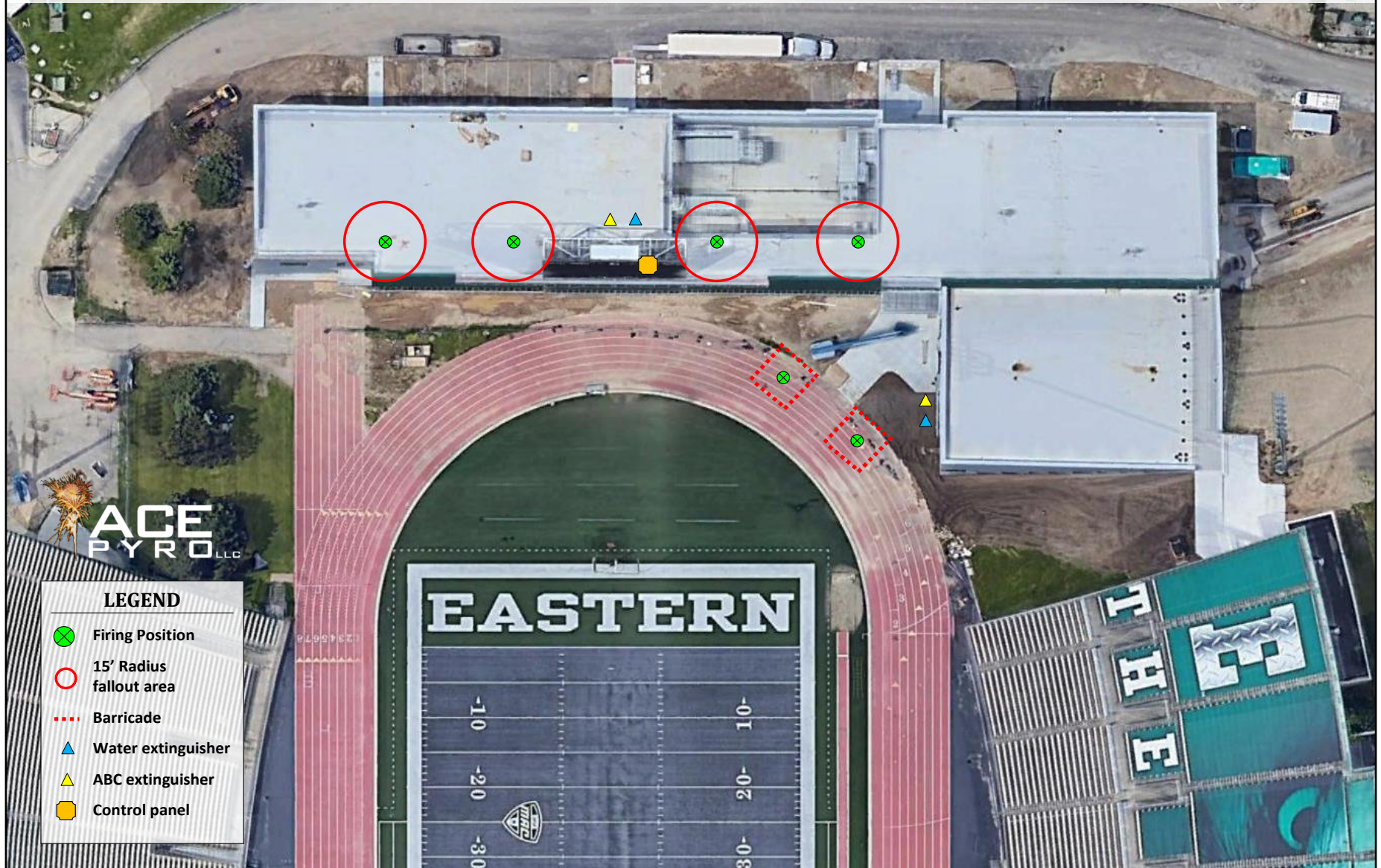
Display Operator Qualifications:

- 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 Chris Pappas		ADDRESS OF APPLICANT 9700 Burmeister Rd, Saline, MI 48176	
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Aaron Enzer		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 9700 Burmeister Rd, Saline, MI 48176	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER	
NAME OF PYROTECHNIC OPERATOR Chris Pappas		ADDRESS OF PYROTECHNIC OPERATOR 9700 Burmeister Rd, Saline, MI 48176	
NO. YEARS EXPERIENCE 10+		NO. DISPLAYS 100+	
NAME OF ASSISTANT Josh Bauer		ADDRESS OF ASSISTANT 9700 Burmeister Rd, Saline, MI 48176	
NAME OF OTHER ASSISTANT Drew Espenshade		ADDRESS OF OTHER ASSISTANT 9700 Burmeister Rd, Saline, MI 48176	
EXACT LOCATION OF PROPOSED DISPLAY Rynearson Stadium 799 North Hewitt Road, Ypsilanti, MI 48197			
DATE OF PROPOSED DISPLAY 9/01, 9/16, 10/07, 10/14, 10/28, 11/14		TIME OF PROPOSED DISPLAY Subject to game schedule	
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 None, fireworks product will be brought from company storage in time for display setup.			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY The Partners Group LTD	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 11225 SE 6th Street, Suite 110, Bellevue, WA 98004			
NUMBER OF FIREWORKS Approximately 50		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed) Close Proximity Articles Pyrotechnic Effects	
SIGNATURE OF APPLICANT 		DATE August 4, 2023	

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.
------------------------	---

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) ☐ Agricultural or Wildlife Fireworks ☒ Articles Pyrotechnic ☐ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Chris Pappas			AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burmeister Rd, Saline, MI 48176			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC			
ADDRESS 9700 Burmeister Rd, Saline, MI 48176			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 50 - Close Proximity Articles Pyrotechnic Effects			
EXACT LOCATION OF DISPLAY OR USE Rynearson Stadium 799 North Hewitt Road, Ypsilanti, MI 48197			
CITY, VILLAGE, TOWNSHIP Ypsilanti		DATE August 4, 2023	TIME Per Game Schedule
BOND OR INSURANCE FILED ☒ YES ☐ NO			AMOUNT \$10,000,000

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 <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : James River Insurance Co</td><td>12203</td></tr><tr><td>INSURER B : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C : AXIS Surplus Lines Insurance Company</td><td>26620</td></tr><tr><td>INSURER D : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER	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 :	
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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 CERTIFICATE 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 \$
	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				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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 City of Ypsilanti 1 South Huron Street Ypsilanti MI 48197	CANCELLATION 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
--	--

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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REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: September 5, 2023
SUBJECT: Letters of Agreement Adoption Process

DESCRIPTION:

Letters of Agreement Adoption Process

SUMMARY:

In late 2022, the City and TPOAM entered into a collective bargaining agreement with the Technical, Professional, and Officeworkers Association of Michigan (TPOAM). This agreement governs certain aspects of the employment relationship for the majority of Public Services employees; clerical employees in City Hall, Police, and DPS; and parking enforcement officers. The City has similar agreements in place with POAM, COAM, and IAFF.

From time to time, such agreements may be amended by consent of the parties, often referred to as a "Letter of Agreement." As the original contract was authorized by City Council, the "default" course of action is to refer each such LOA to Council. Generally speaking, these LOAs are regarding management practices that would be the purview of the City Manager or appropriate Department Head for employees not covered under a collective bargaining agreement. Past LOAs have been signed by an assortment in the past, including Department Heads, Human Resources, and the City Manager.

Staff recommends that moving forward, the City Manager is empowered to approve LOAs for CBAs, with the City Manager and the Director of Human Resources as the signatories.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-169
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

**THAT the City Manager is empowered to approve or refer to Council for review
Letters of Agreement for minor amendments to collective bargaining agreements.**

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
5 day of September 2023

#Resolution No. 2023-169



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: September 5, 2023
SUBJECT: DPS Overtime Letter of Agreement

DESCRIPTION:

DPS Overtime Letter of Agreement

SUMMARY:

In late 2022, the City and TPOAM entered into a collective bargaining agreement with the Technical, Professional, and Officeworkers Association of Michigan (TPOAM). This agreement governs certain aspects of the employment relationship for the majority of Public Services employees, clerical employees in City Hall, Police, and DPS, and parking enforcement officers.

This agreement was drafted using the previous contract (with AFSCME) as its starting point, as were the iterations before it. As such, there are references to the previous structure of Public Services, which had a wider array of distinct divisions and job titles. The portion of the contract covering overtime in DPS is one section that contained references to those former divisions; this has caused some misunderstandings and disagreement. The proposed changes clarify the process under the existing structure.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Draft Letter of Agreement, TPOAM Union Contract 2022-2027

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-170

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the attached Letter of Agreement be approved, with the Director of Public Services and the Director of Human Resources authorized signatories.

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 day of

#Resolution No. 2023-170

LETTER OF UNDERSTANDING FOR OVERTIME SYSTEM FOR DEPARTMENT OF PUBLIC SERVICE

Memorandum

The City of Ypsilanti, (hereinafter, "Employer") and the Technical, Professional Office Workers Association of Michigan, (hereinafter, "Union") have met concerning an issue which has arisen regarding Article 41 Overtime System for Public Works and Environmental Services specifically sections 41.1 and 41.6 of the current CBA.

AND, ACCORDINGLY, the parties have entered into the following Letter of Understanding:

WHEREAS, the Employer and the Union have discussed the need to modify the CBA regarding Equalization of Overtime (41.1) and Winter Overtime List (41.6). This modification updates 41.1 and replaces 41.6 by creating one overtime system for the Department of Public Services.

NOW THEREFORE, both parties mutually agree:

OVERTIME SYSTEM FOR DEPARTMENT OF PUBLIC SERVICES

41.1 Equalization of Overtime. It is agreed the following system shall be established to provide assurance of equalization of overtime. Each year, (on July 1) a list in seniority order shall be drawn up and overtime will be offered to the senior employee based on Job Title required for the overtime. Should the employee decline the overtime, it shall be recorded as if the employee worked, and the City shall offer the overtime to the next employee. Once the employee has worked or refused the overtime, the hours of overtime worked shall be recorded on the list. On call-ins, if an employee does not answer the call, it will be noted that they did not answer. On the third attempt, regardless of time that has gone by between subsequent call-ins, it will be recorded as if the employee worked, and the tally of unanswered call-ins will be reset. The tally will also be reset when the employee works or refuses the overtime offered.

If more employees are still needed to work, the city may ask additional employees in the same manner by asking the person with the least amount of overtime. Management has the discretion of determining who is qualified to perform the assignment.

In case of an upgrade to a higher Job Title, upgrades will be by seniority regardless of hours worked.

It is further agreed that, should this system not correct the disparity of overtime hours worked by each employee, a special conference will be called to review the procedure and negotiate a new system.

The overtime call list shall be posted in a conspicuous place so employees may know when they are next in line for overtime.

This modification updates 41.1 and replaces 41.6 creating one overtime system for the Department of Public Services.

This Letter of Understanding shall be considered by both parties to take effect on 07/20/2023 and expires 06/30/2026. This LOU fulfills the requirement in 42.6 to negotiate a new system.

For the Union

By: _____
Scott Cooper, Local President

Date: _____

By: _____



Eric Ronewicz, Business Agent
Technical, Professional, Office workers Association of Michigan

Date: 07/31/2023

For the Employer

By: _____
Bonnie Wessler, Director of Public
Services

Date: _____

By: _____

Rachel Frye
Human Resources Director

AGREEMENT

between

THE CITY OF YPSILANTI

and

THE TECHNICAL, PROFESSIONAL
AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN

Effective JULY 1, 2022 through June 30, 2026

This Agreement, entered into on the 18th day of October 2022, effective July 1, 2022, through June 30th 2026, between the City of Ypsilanti, Ypsilanti Michigan (hereinafter referred to as the "Employer") and Technical, Professional Officeworkers of Michigan, TPOAM (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To those ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

I LEGALITY

1.1: In the event that any provision of this agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the expressed intention of the parties that all other provisions shall remain in full force and effect.

II RECOGNITION

2.1: Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees of the Employer

included in the bargaining units described below:

Labor and Service (Hourly Rate) non-supervisory employees of the Parks, Streets & Traffic, Motor Pool and Environmental Services divisions of the Public Works Department, Parking Enforcement Officers and select office support staff.

**III
RIGHT TO MANAGE**

3.1: Rights. The City on its own behalf or on behalf of its residents, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States.

Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City. This includes, but is not limited to the right:

- A. To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered; the control of materials to be used, and the discontinuance of any services;
- B. To hire, assign and lay off employees in accordance with State Law and with this agreement;
- C. To direct the work force, assign work and determine the number of employees assigned to operations;
- D. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification;

- E. To establish work schedules;
- F. To adopt, revise and enforce working rules;
- G. To discipline and discharge employees for cause;
- H. To select employees for promotion or transfer to supervisory or other non-bargaining unit positions and to determine the qualifications and competency of employees to perform available work.

**IV
AID TO OTHER UNIONS**

4.1: The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining with regard to bargaining unit employees covered by this agreement.

**V
WORK STOPPAGE**

5.1: Prohibition. The Union agrees that during the life of this agreement neither the Union nor its officers or agents will authorize, instigate aid, condone, or engage in a strike, slowdown or other interference with the employer's operation. The employer agrees that during the same period there shall be no lockouts. Individual employees, groups of employees or stewards who instigate, aid or engage in a strike, slowdown or other interference with the Employer operations may be disciplined or discharged at the sole discretion of the Employer. However, the question as to whether employees' conduct actually was such as is prescribed by this section may be resolved through the Grievance Procedure.

VI
AUTHORIZATION FOR DUES/FEES

6.1: A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

6.2: The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

6.3: Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI, 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

6.4: If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

6.5: The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

6.6: Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

VII
UNION REPRESENTATION

7.1: Stewards and Alternates. It is mutually recognized that the principle of proportional representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for determining proper representation.

The Union shall designate to the City, in writing, the union staff representative, local officers, chief steward and division stewards. Further, the employer shall not be required to recognize or deal with any employee other than the one(s) so designated. There shall be one Chief steward for the bargaining unit. There shall be two additional stewards for the entire Department of Public Services. There shall be one Steward for the clerical employees in city hall and a second Steward for the clerical employees at all other locations for a total of two stewards. Stewards are to be designated according to the union by-laws. In the absence of the Steward, the Local Union president may appoint an alternate.

7.2: Release Time. Stewards and officers shall be given reasonable paid release time to discuss and process grievances and attend grievance hearings and/or special conferences. Stewards and officers must notify their supervisor of release time needed immediately upon knowledge of scheduled meeting and/or hearing. However, no overtime shall be granted for this purpose.

7.3: Negotiating Committee. The Union shall designate, in writing, four (4) union staff members to serve as the Bargaining Committee for union contract negotiations. The Committee shall consist of the current President, two (2) clerical representatives and one (1) Department of Public Services representative. The Union shall submit the Bargaining Committee list seven (7) days prior to the first negotiation session with the City.

7.4: Top Seniority. For purpose of layoff and recall only, the Local Union President, Vice President, the Chief Steward and all Stewards (excluding alternate Stewards) who are involved in the Grievance Procedure shall hold top seniority within their classification and department during their term of office.

7.5: New Member Orientation. Upon hiring, the union president shall be afforded the right to meet with all new employees for 30 minutes during their orientation.

VIII

Special Conferences

8.1: Special Conferences. Special conferences on important matters such as interpretation of this Agreement will be arranged between the Local President, or the Union's designated representative and the Employer, or its designated representatives upon the request of either party. Such meetings shall be between one or more representatives of the Employer and not more than three employee representatives of the Union if the third employee is the aggrieved.

8.2: Agenda & Scheduling. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be held during regular City hours on regular City workdays. The members of the Union attending such a conference shall only receive pay up to the end of their regular working day. A representative of the Council and/or a representative of the International Union may attend this meeting.

IX

PERSONNEL RULES AND POLICIES

9.1: Rules, Regulations and Policies. The employer has expressed to the Union its intent to publish reasonable departmental rules and regulations and city-wide personnel policies and procedures. The employer shall, prior to implementation, keep the Union apprised of all rules, regulations, policies, and procedures pertaining to the employees covered under this agreement. It is agreed the Union may review and comment on these rules, but it is understood this does not limit the employer's right to implement them. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail.

X
GRIEVANCE PROCEDURE

10.1: Definition of Grievance. A grievance means a dispute between the Union or an individual employee, and the City concerning the effect, interpretation, application, claim of breach or violation of this agreement, or of the rules and regulations established by the Department Head.

The parties agree that City observed holidays and official closings would be excluded from filing/response timelines.

10.2: Grievance Procedure. A grievance shall be resolved according to the following procedure:

STEP 1

1. A grievance shall be communicated orally, within 5 working days of the occurrence, to the immediate supervisor on duty at the time the grievance arose.
2. Within 2 working days, after the oral communication, the immediate supervisor shall determine an answer, either alone or in consultation with they/their superiors and communicate the answer to the aggrieved employee. (Every possible effort should be made to settle minor complaints at this stage.)

STEP 2

1. If the grievance is not resolved at STEP 1, the Union Steward or designee shall, within 5 working days of the step 1 response, present the grievance in writing indicating the facts and the sections of the contract believed to have been violated, to the Department Head.
2. Within 3 working days after receipt of the written grievance, the Head of the Department shall present to the Union President a written answer, with a copy to the Union Steward and the aggrieved employee.

STEP 3

1. If the grievance is not resolved at STEP 2, the Union Steward or designee shall, within 5 working days of the Step 2 response, present the grievance, in writing, to the Personnel Administrator.
2. Within 10 working days after the receipt of the written grievance, a meeting shall take place, at which time the aggrieved employee, or they/their representative, and the City Personnel Administrator shall attempt to resolve the grievance.
3. In cases of discharge or suspension in excess of 10 working days, the Union may commence the Grievance Procedure at STEP 3. A meeting will take place within 10 working days after Union grievance notification is given.
4. Within 5 working days after said meeting, the City Personnel Administrator shall present to the Union President a written answer, with a copy to the Union Steward and the aggrieved employee.

STEP 4

1. If the grievance is not resolved at STEP 3, the Union Steward or designee, shall within 5 working days of the Step 3 response, present the grievance to the City Manager, in writing only.
2. Within 5 working days after receipt of the written grievance the City Manager shall present to the Union President a written answer, with a copy to the Union Steward and the aggrieved employee.

STEP 5

1. Within 15 working days after receipt of the Employer's answer at Step 3, the Union may move the Grievance to Arbitration by notifying the City Manager and TPOAM of their intent to arbitrate.

The City's Representative and a Representative from TPOAM shall then attempt to mutually select an arbitrator. If an arbitrator has not been mutually selected within 30 calendar days from the Union's "Notice of Intent" to arbitrate, the grievance will be assigned to an arbitrator from the permanent panel of arbitrators listed below. The parties agree to a permanent panel of arbitrators to be used on a rotating basis for all arbitrations.

Mark Glazer, Paul Glendon, George T. Roumell, Jr., Barry Brown, Deborah Brodsky.

The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules & Regulations.

2. The decision of the arbitrator whether appointed by agreement or by using the panel, shall be binding upon both parties, and shall be enforceable in any competent court of record. An arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement, nor shall they substitute their discretion for that of the employer or the Union for such discretion has been retained by the employer or by the Union, nor shall they/their exercise any responsibility or function of the employer or the Union.

10.3: Representation. All references to an "employee" shall be deemed equally applicable to the Union.

Any employee of the City shall have the right to be represented at any or all of the Grievance Procedure steps by the Union.

10.4: Time Limits. Any and all-time limits above may be waived by mutual agreement if reduced to writing and signed by the party or representative thereof, against whom waiver of time limits is asserted.

The parties agree that the City observed holidays, official closings and union or employer representatives on approved time-off will be excluded from filing response timelines.

Failure to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the party last complying with the time limits.

10.5: Expenses. Each party shall bear its own expense of any and all proceedings. The cost, if any, of an arbitrator shall be borne equally by the parties.

10.6: Written Responses. Any and all written responses of the City called for by the Grievance Procedure shall be presented to the Union.

XI PAYMENT OF BACK CLAIMS

11.1: Back Pay. If the Employer fails to give an Employee work to which it is determined in the manner set forth in the Grievance Procedure, that they/their is entitled to, and a written notice of they/their claim is filed within thirty (30) days of the time Employer first failed to give him/her such work, the Employer will reimburse him/her for the difference in earnings they/their lost through failure to give him/her such work.

XII COMPUTATION OF BACK WAGES

12.1: No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at they/their regular rate.

XIII DISCHARGE AND DISCIPLINE

13.1: Notice of Discharge or Discipline. The Employee will be afforded the opportunity to have union representation for any disciplinary action. The Employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Steward in the Division of the discharge or discipline.

The discharged or disciplined Employee will be allowed to discuss their discharge or discipline with the Steward of the Division and the Employer will make available an area where the employee may do so before they are required to leave the property of the Employer. Upon request, the Employer or they/their designated representative will discuss the discharge or discipline with the Employee and the Steward.

13.2: Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, the matter shall be dealt with in the manner provided in Section X, Grievance Procedure.

13.3: Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than one (1) year previously, except those infractions involving a disciplinary suspension of five days or more will be taken into account for two (2) years.

XIV PROBATIONARY EMPLOYEES

14.1: Probationary Employees. New permanent employees hired in the unit shall be probationary employees for the first ninety (90) calendar days of their employment. There shall be an evaluation in writing every forty-five (45) calendar days of the probationary period. There shall be no seniority among employees who are in their original ninety (90) calendar day probationary period. At the end of ninety (90) calendar days, in the case of an employee with a borderline performance, upon notification to the Union, the probationary period may be extended by the Employer for another ninety (90) days or portion thereof. For the computing of benefits the employee shall be entitled to all benefits as provided in this collective bargaining agreement.

14.2: Representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this Agreement except discharged and disciplined employees for other than Union activity. It is

agreed that such probationary employees may be so discharged at the discretion of the Employer.

14.3: Part-Time Employees. Part-time employees accumulate seniority from the date of hire for purposes other than promotions or layoffs.

XV SENIORITY

15.1: Employee Seniority Date. Date employee hired into a regular full time position with the Employer.

15.2: Bargaining Unit Seniority Date. Bargaining unit seniority shall be the date the employee was hired into a regular full time bargaining unit position.

Seniority shall be on a bargaining unit basis, in accordance with the employee's bargaining unit seniority date.

Seniority shall not be affected by the race, sex, marital status, height, weight, disability, national origin, religion, or dependents of the employee, or any other classification protected by federal, state or City of Ypsilanti law.

15.3: Seniority List. The seniority list on the date of the Agreement will show the names, job title, employee seniority date and bargaining unit seniority date.

The Employer will keep the seniority list up to date and will provide the union with an up-to-date copy twice a year in the months of January and July.

15.4: Part-Time Employees. For purposes of seniority for part-time employees, in regard to layoffs and recalls, promotions and transfers, part-time employees will earn seniority based on the average number of hours worked per year in comparison to hours worked for a full-time employee. (For example, if a part-time employee worked 1040 hours/year, (20 hours/week average) they would earn 6 months seniority in comparison to a full-time employee who works 2080/year, (40 hours/week) who would earn 1 year seniority).

15.5: Loss of Seniority. An employee shall lose his seniority for the following reasons only:

1. Employee quits.
2. Employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. Employee is absent for three (3) consecutive working days without notifying the Employer. Exception may be made at the discretion of the Employer. After such absences, the Employer will send written notification to the Employee at they/their last known address that they/their has lost they/their seniority and they/their employment has been terminated.
4. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
5. Failure to return from sick leave and leaves of absences will be treated the same as (3) above.
6. Employee retires.
7. Employee's recall rights expire.

**XVI
SHIFT PREFERENCE**

16.1: Shift preference will be granted on the basis of qualifications for the particular job assignment and with due consideration to seniority within the classification.

**XVII
VACANCIES**

17.1: Transfers. In the event of a vacancy or a newly created position at the same or lower wage grade level, employees shall be given an opportunity to transfer, provided they meet the minimum qualifications and abilities as stated in the job description. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the City at least seven (7) calendar days prior to filling such vacancy or newly created positions.

17.2: Promotions in Public Works. Promotions within the public works department shall be based on minimum qualifications and abilities as stated in the job description. Seniority will be a deciding factor in the event of a tie. In the event the senior employee meeting the qualifications is denied the position, reasons for the denial shall be given in writing to such employee and the Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure. Job vacancies will be posted for a period of seven (7) days setting forth the requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven-day posting period.

17.3: Promotions in Other Departments. All other promotions within the unit shall be made on the basis of qualifications and abilities as listed in the job description. Seniority shall be the deciding factor when qualifications and abilities are equal.

17.4: Trial Period After Demotion, Transfer or Promotion. Following a demotion, transfer or promotion, a ninety (90) day trial period will be observed. During this trial period, the Employee shall have the opportunity to revert back to they/their former classification, or if the Employee is deemed unsatisfactory in the new position, they/their may be returned to they/their former position at any time during this period.

Notice and reasons shall be submitted in writing by the Employer to the Employee. The matter may then become a proper subject for the Grievance Procedure but shall not be considered a demotion reflecting disciplinary action. At the end of the ninety (90) day trial period, in the case of an employee with a borderline performance, upon notification to the Union, the trial period may be extended by the Employer for another ninety (90) days or portion thereof the ninety (90) days.

17.5: Rate of Pay During Trial Period. During the trial period, Employees will receive the rate of pay for the job they are performing.

Following a demotion, an employee shall move to the corresponding pay grade on the exact step the employee was

placed in the higher classification. Following a lateral transfer, an employee's wage will remain the same. Following a promotion, the procedure for determining a salary increase is as follows:

1. The minimum salary increase for a promotion shall be the first step of the new job classification or a 5% increase from their current salary, whichever is greater.
2. In the event the 5% increase is between two steps in the new job classification, the employee's salary shall be rounded to the higher step.
3. If the employee's salary is rounded to a higher step, the employee shall not receive a step increase on their next anniversary date. The employee will receive their next step increase on the anniversary following their next anniversary.

17.6: Part-Time Employees. For purposes of seniority for part-time employees, part-time employees shall earn seniority based on the average number of hours worked per year in comparison to hours worked per year for full-time employees. (For example, if a part-time employee worked 1040 hours/year (20 hours/week average) they would earn 6 months seniority in comparison with a full-time employee who works 2080/year (40 hours/week) would earn 1 year seniority.

XVIII HEALTH AND SAFETY COMMITTEE

18.1: Representatives. The Union recognizes the existence of a city-wide Health and Safety Committee. The City agrees that the Health and Safety Committee shall include two representatives from the Union, to be appointed by the Union. The Health and Safety Committee shall comply with and implement the requirements of MIOSHA, 1974.

18.2: Review of Accidents and/or Incidents. The Ypsilanti Health and Safety Committee shall review the accident or incident, and shall the Committee deem that through carelessness or misuse of equipment the accident or incident occurred, the procedure stated in the preceding discharge and discipline section (Section 14) of the contract will be followed.

Employees shall follow the rules and procedures established by the Health and Safety Committee to ensure employee health, wellbeing and safety.

18.3: Emergency Situations. An employee shall contact a chief representative of the Committee and report a piece of equipment and/or practices are dangerous and should not be performed. The chief representative shall then be responsible for determining whether or not the complaint is substantiated and should be arrested.

The Chief Representative from DPW/Environmental Services/Clerical shall immediately contact the Committee representative from the Personnel Department to have an emergency meeting with the City Manager regarding unsafe equipment and/or practices. If the meeting cannot be held within 24 hours of the request, the equipment and/or work practice in question shall be arrested until the City Manager issues a directive.

Employees shall not face disciplinary action for presenting a safety concern.

XIX
SUPPLEMENTAL AGREEMENT

19.1: All supplemental agreements and Letters of Understanding shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union. It shall be required, however, for either party to bargain and negotiate any supplemental agreements in areas either covered or not covered by this contract during its life.

XX
LAYOFF AND RECALL

20.1: Layoffs of Temporary and Probationary Employees. Prior to the laying off of any regular employee, temporary,

probationary employees within the bargaining unit shall be laid off.

20.2: Notice of Layoffs. When the Employer determines there is to be a layoff, employees who are scheduled to be laid off shall be given written notice not less than thirty (30) calendar days prior to the effective date of layoff. The Employer shall also furnish the Union President, not less than thirty (30) calendar days prior to the effective date of the layoff, a written notice of the name, seniority, job classification, and department of employees holding job classifications scheduled to be eliminated.

20.3: Layoff Procedure. In the event of layoffs due to lack of work, funds or elimination of classifications or jobs, layoffs will be made across the bargaining unit in the affected classifications in inverse order of seniority. An employee laid off under this provision shall have the option of replacing through a bumping procedure. The employee has the right to bump the least senior person in the same job classification. If the employee is the least senior person in that job classification, they have the right to bump the least senior person in the next lower job classification. The employee will follow this bumping procedure until they have been placed in a new job classification or have exhausted all bumping options and are laid off. It is understood that the employee shall have minimum qualifications, as stated in the job description, to perform the duties of the employee they replace.

No bumping shall be permitted by any employee whose job has not been affected.

No bumping shall be permitted by a laid off employee to secure a higher rated job.

20.4: Recall Procedure. The City agrees that any employee so laid off shall be recalled in the inverse order of layoff, subject to the same qualifications utilized in the layoff procedure. Notice of recall shall be sent by restricted delivery certified mail, to addressee only, to the employee's last known address as shown on the Employer's records. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of they/their intent to

return to work within five (5) consecutive working from date of receipt of recall notice. Employee's signature shall define receipt of recall notice. Employee shall return to work within ten (10) consecutive working days, from date of intent notice, or they/their employment shall be terminated without recourse to this agreement.

Employees shall maintain recall rights for a period of three (3) years. This clause will apply to those employees laid-off.

If an Employee is laid off, they will receive any unused vacation credit.

**XXI
RATES FOR NEW JOB**

21.1: Notification of New or Changed Job. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify and meet with the Union to discuss the new job, prior to the posting of the new job

Additionally, when current job classifications are changed, the Employer will notify and meet with the Union to discuss the changes, prior to the changes taking effect.

21.2: Rates for New Jobs. The City shall have the right to establish pay rates for a new job until such rates can be negotiated with the Union. Pay rates for new jobs will be negotiated within 30 days of the position being filled. Changes in rates through negotiations will be retroactive to the start of the classification.

**XXII
TEMPORARY EMPLOYEES**

22.1: Length of Position. Temporary employees are defined as employees hired to fill bargaining unit positions for a duration not to exceed ninety (90) days unless consented to by the Union.

In the case where temporary employees are hired to fill vacancies resulting from leaves of absences of bargaining unit positions the duration of the temporary status may be extended beyond ninety (90) days until the termination of such leave.

22.2: Benefits and Overtime Eligibility. Temporary employees shall not be entitled to benefits under this union contract and will not be required to pay union dues.

Temporary employees shall not be eligible for overtime unless all Union personnel have exercised their overtime options.

No Temporary employee shall be hired to fill any vacancy while there are Union employees on layoff or to fill a position that has been eliminated.

22.3: Designation of Temporary Employees. All employees hired as temporary employees shall be so designated and at the time of hire and at the time of termination the names of the temporary employees will be available to the Union.

If a temporary employee is subsequently hired into the bargaining unit, they/their seniority date will be the date they/their was hired into the bargaining unit and the probationary period will begin at that time.

XXIII TEMPORARY ASSIGNMENTS

23.1: Definition. A temporary assignment is defined as a vacancy due to an employee on vacation, medical/personal/family leave, etc. or for the purpose of accomplishing work assignments.

23.2: Posting Requirements. Temporary assignments with an anticipated duration of at least two weeks at 40 hours a week shall be posted. Positions not posted shall be offered on a day-to-day basis by seniority (Department of Public Services only).

23.3: Filling Assignments. Assignments shall be granted on the basis of minimum qualifications and abilities as stated in the job description. Seniority will be a deciding factor in the event of a tie for an upgraded position. Assignments can be refused by an employee. If no employee takes an available assignment, then the lowest seniority person will be chosen.

23.4: Rate of Pay. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. A public services employee receiving a temporary upgrade to a higher classification, an employee's wage shall be determined by the procedure listed in 1 and 2.

1. The minimum salary increase for a promotion shall be the first step of the new job classification or a 5% increase from their current salary, whichever is greater.
2. In the event the 5% increase is between two steps in the new job classification, the employee's salary shall be rounded to the higher step.

Employees required to work in a higher classification shall be paid the rate of the higher classification for each hour worked, with a guarantee of a minimum of three hours pay in the higher classification.

XXIV SEASONAL EMPLOYEES

24.1: Employment. The employer will be allowed to supplement the work force with Seasonal Employees providing no DPS workers are laid off. Seasonal employees are defined as those that are hired to a position of a limited duration, mutually agreed upon by the Union and the City, to temporarily supplement the work force or complete a project.

24.2: Benefits and Overtime Eligibility. Seasonal employees shall not be entitled to benefits under this union contract and will not be required to pay union dues.

Seasonal employees shall not be eligible for overtime unless all Union personnel have exercised their overtime options.

No Seasonal employee shall be hired to fill any vacancy while there are Union employees on layoff or to fill a position that has been eliminated.

24.3: Designation of Seasonal Employees. If a Seasonal employee is subsequently hired into the bargaining unit, they/their seniority date will be the date they/their was hired into the bargaining unit and the probationary period will begin at that time.

XXV
TRANSFERS OUT OF BARGAINING UNIT

25.1: Impact on Seniority. If an employee accepts a position under the Employer not included in the bargaining unit, they/their accumulated seniority shall be frozen as of the day the employee leaves the unit.

25.2: Returning to the Bargaining Unit. In the event the employee returns to the bargaining unit, the following shall apply:

1. Within 90 days of leaving the bargaining unit, the employee has a right to bump the least senior person in the same job classification they/their occupied prior to leaving the bargaining unit, providing that employee has less seniority than the returning employee.
2. After 90 days of leaving the bargaining unit, employees may only return to the bargaining unit if an open position is available. The employee will not have the right to bump anyone from a job classification.
3. In the Public Services Department, the procedure for promotions is specified in Section 18.2 of this contract. The returning employee, after 90 days of leaving the bargaining unit, shall not be eligible for hiring under the Heavy Equipment Operator, Sign Specialist, or Mechanic job classification unless there are no other union applicants who meet the minimum qualifications of the position.

4. In the Public Services Department, if the job classification of the returning employee is an Equipment Operator, that employee shall be assigned to a Public Services Division based on experience, qualifications and seniority.
5. The salary & benefits provided to the employee shall be commensurate with the current collective bargaining agreement.

**XXVI
VETERANS**

26.1: Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered reemployment in they/their previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event they/their ill be offered such employment in line with they/their seniority as may be available which they/their is capable of doing at the current rate of pay for such work, provided they/their reports for work within ninety (90) days of the date of such discharge of ninety (90) days after hospitalization continuing after discharge.

26.2: Probationary Employees. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete they/their probationary period, and upon completing it, will have seniority equal to the time they/their spent in the Armed Forces, plus thirty (30) days.

26.3: Limits of Applicable Laws and Regulations. Except as hereinbefore provided, the reemployment rights of Employees and probationary employees returning from military leave will be limited to applicable laws and regulations.

XXVII
TOUR OF DUTY LEAVE FOR MILITARY RESERVE AND NATIONAL
GUARD MEMBERS

27.1: Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City, when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted for a maximum of two weeks per year.

XXVIII
LEAVES OF ABSENCE

28.1: Family and Medical Leave Provision. An employee who, due to personal illness, illness in they/their immediate family (to include spouse, children of the employee, or parent of the employee) or accident, other than illness or accident compensable under the Michigan Worker's Compensation Laws, is physically unable to report for work may be given a leave of absence, at the employee's request, not to exceed one (1) year, provided the employee provides the Employer with medical certification from a qualified physician of the necessity of such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave, but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer. No other employment shall be permitted during a leave of absence due to illness except with approval of the Employer.

Upon an employee's return to work, the Employer may require the employee to provide medical certification indicating the employee is able to return to work. Further, the Employer may require, at its expense, an additional medical examination from a physician chosen by the City. Upon return from leave, the employee must be restored to they/their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

The employee prior to or immediately upon commencement of the leave will designate which leave accrual banks they will utilize during the leave, which must be used in one continuous increment. If an employee does not have

accumulated leave time or elects to take the leave without pay they will be placed on "without pay" status. Once on "without pay" status no additional leave accruals will be earned. Seniority is retained, but not earned while on "without pay" status.

The Employer agrees to continue payment of health insurance for a total of one (1) year, beginning with the date the leave commences.

28.2: Maternity Leave. Paid sick leave may be used during the disabilities caused by or contributed to by childbirth and recovery therefrom (including the periods of gestation-pregnancy, hospitalized time, and the release from the doctor). A medical leave of absence without pay (after all leave banks have been exhausted) may be granted for a period not to exceed the gestation and hospitalized time and the release by the doctor. A maternity medical leave will be treated like any other medical leave, without loss of seniority rights. However, seniority is not earned while on "without pay" status.

The Employer will continue to pay for health benefits for the duration of the approved leave.

28.3: Parental Leave. Paid Parental Leave Policy.

A: Purpose/Objective

The City of Ypsilanti will provide up to 2 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after July 1, 2022.

B: Eligibility: Eligible employees must meet the following criteria:

- 1 Have been employed with the company for at least 12 months (the months do not need to be consecutive).
- 2 Have worked at 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- 3 Be a full-or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- 1 Have given birth to a child.
- 2 Be a spouse or committed partner of a woman who has given birth to a child.
- 3 Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

C: Amount, Time Frame and Duration of Paid Parental Leave

- 1 Eligible employees will receive a maximum of two (2) weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the two (2) week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than two (2) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- 2 Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- 3 Approved paid parental leave may be taken at any time during the twelve (12) month period immediately following the birth, adoption or

- placement of a child with the employee. Paid parental leave may not be used or extended beyond this twelve (12)) month time frame.
- 4 In the event of a female employee who herself has given birth, the two (2) weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
 - 5 Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the time frame indicated above. Any unused paid parental leave will be forfeited at the end of the time frame.
 - 6 Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

D: Coordination with Other Policies

- 1 Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount leave - whether paid or unpaid-granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- 2 After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be as per the adopted Family and Medical Leave Policy in the Employee Handbook. Please refer to the Family and Medical Leave Policy for further guidance on

- the FMLA.
- 3 The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
 - 4 If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
 - 5 If the employee is on paid parental leave when the company offers administrative leave (known as an "admin day"), that time will be recorded as paid parental leave. Administrative leave will not extend the paid leave entitlement.
 - 6 An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period.

28.4: Special Educational Leave of Absence Without Pay. A regular full-time employee may be granted leave without pay for a period not to exceed six (6) months, if approved by the City Manager for educational development, which is considered to be job related, or in the best interest of the City service. An employee will be permitted only one six (6) month leave in a twenty-four (24) month period of time. This leave is granted without benefits.

28.5: Special Leave for an Elected Position (Union or Governmental). A special leave without pay or benefits will be granted for a period not to exceed two (2) years, to serve in an elected position. Seniority will be retained but is not earned while on "without pay" status.

XXIX VOLUNTEERS

29.1: The City may utilize volunteers for special projects/events, for work that would fall outside the regular TPOAM activities (e.g., Adopt-A-Street, City-wide special cleanups, beautification projects, and painting projects). The City will inform the Union of any pending or upcoming

events utilizing volunteers.

The parties recognize during the collective bargaining process that the employer has established budget problems. Because of the budget constraints, the City is exploring the option of providing "guardianship" of Frog Island and Riverside Park to the Depot Town Community Development Corporation (DTCDC). The City is also exploring the use of other volunteer entities (i.e. volunteer groups or neighborhood associations) to take "guardianship" of other parks as needed.

When the contract for the "guardianship" is executed and becomes effective, TPOAM agrees that the City can use volunteers, contractors, seasonal and temporary workers to maintain work in any park that has been released to a "guardian." As long as the employer continues to provide "guardianship" of Frog Island and Riverside Park, or other parks, to the CDC or other volunteer entities, then this provision will remain in full force and effect.

In the event an arrangement between the City, the CDC or other volunteer entities no longer exists, then the work that was historically performed by TPOAM parks maintenance will return to the bargaining unit.

Under no circumstances is the employer to manage subcontractors to maintain the Parks.

XXX
CONTRACTUAL WORK

- A. The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the City. Therefore, in making these determinations, the City intends always to keep the interest of the City's employees in mind.
- B. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor shall any seniority employee

be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.

- C. In cases of contracting or subcontracting, including renewal of contracts, affecting employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

XXXI
EDUCATION AND TRAINING REIMBURSEMENT

31.1: The City may pay the cost of tuition and books for courses completed at college, university or training seminars. The employee must receive prior approval from the department head and the City Manager. The approval will not be given if the course is not job related or deemed to be beneficial to the employee's work and City services. Approval may also be denied if there are budget restraints. Approval may be rescinded for budget restraints if done so prior to the employee enrolling or expending any funds.

Upon certification or a passing grade of C or better and verification of payment the employee may be reimbursed for tuition and books for that course.

The City shall not duplicate other financial support.

XXXII
SICK TIME

32.1: Accumulation of Time. Employees shall accumulate one (1) sick leave day or 8 hours per completed month of service not to exceed twelve (12) days or 96 hours per year.

An employee while on sick leave will be deemed to be on

continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

32.2: Payout of Accumulated Time. For employees hired before July 1, 2013, at the time of retirement from employment with the City or upon the death of an Employee, 75% of any unused sick leave will be paid at the prevailing rate at time of retirement or death. For employees hired on or after July 1, 2013, at the time of retirement from employment or upon the death of an Employee, 50% of any unused sick leave will be paid at the prevailing rate at time of retirement or death.

32.3: Charges Against Credits. Charges against sick leave credits shall apply as follows:

1. An employee shall be entitled to charge sick leave credits for time off due to illness. The employee shall inform they/their department head of such illness in advance of their starting time. The Employer shall have the right to request a medical certificate after the employee's third consecutive absence. Further, the Employer may at its expense, require an additional medical examination from a physician chosen by the City.
2. When an employee continues to be off work and has exhausted all available leave credits so they are in "without pay" status, the employee does not earn sick or vacation credits.

32.4: Illness in Immediate Family. An employee may be entitled to charge sick leave days, for illness in their immediate family. Sick leave time for a family member in excess of three (3) days may be subject to verification by medical certificate of illness. For this section immediate family is defined as husband, wife, children, or any member of the employee's family who lives with the employee.

32.5: Part-Time Employees. Part-time employees earn sick leave compensation on a prorated basis.

**XXXIII
PERSONAL LEAVE**

33.1: Personal Leave Days. All employees shall be entitled to charge up to five (5) leave days per year for personal business. Personal leave days shall be requested prior to the personal leave day, exceptions will be made in emergency situations where prior notice cannot reasonably be given. Personal leave shall be used in increments of one (1) hour or more.

The personal leave days are noncumulative and are not to be paid for if not used during the fiscal year. Forty (40) hours (5 days) of personal leave will be credited to each employee at the beginning of the fiscal year, July 1.

33.2: New Hire's Calculation. New hire's personal leave time will be credited on a pro-rated basis according to their date of employment. For example - An employee earns 1.54 hours (40 hours/26 pay periods) per biweekly pay period. Employee's date of employment is January 1. There are 13 pay periods left till July 1 (13 X 1.54 hours = 20.02 hours). The new employee would be credited 20.02 hours of personal time to use during the remaining fiscal year.

**XXXIV
VACATION LEAVE**

34.1: Accumulation of Time. All permanent full-time employees shall be entitled to vacation time with pay under the following schedule:

Up to four years of service	96 hours (12 working days)
Five years to nine years	120 hours (15 working days)
Ten years to fourteen years	144 hours (18 working days)
Fifteen years to nineteen years	160 hours (20 working days)
Twenty years and over	200 hours (25 working days)

The anniversary date of service, for the purpose of the above schedule, shall be the employee's original date of hire.

34.2: Granting of Time. A new employee shall not be allowed to take vacation leave until completion of their probationary period, although they will accumulate days. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and the efficiency of the operation of the department concerned.

Vacations are encouraged by management to be taken in a period of consecutive days (two or more days at a time). However, one day or half day vacations may be granted at the discretion of the supervisor. Employees cannot utilize vacation leave in less than four-hour increments.

34.3: Time Over 240 Hours. Employees will be allowed to accumulate more than 240 hours during the fiscal year, but at the end of each calendar year they must have the balance at or below 240 hours. The purpose of this is to encourage employees to take vacation time off. In the event available vacation is not used by the end of the calendar year, employees will be cashed out for any hours over 240 in January. Therefore, hours in excess of 240 will not carry over to the next calendar year.

34.4: Illness During Vacation. If an employee becomes ill and is under the care of a duly licensed physician during they/their vacation, they/their vacation will be rescheduled.

34.5: Pay During Vacation. Employees will be paid their current rate of pay based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement, during vacation leaves.

34.6: Vacation Cash-Out. Employees hired before July 1, 2013, will have the ability to cash in 40 hours of vacation time once per year providing they have the time in their vacation time bank.

Employees hired on or After July 1, 2013 shall not be able to cash-out their vacation time.

34.7: Holidays During Vacation. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

34.8: Part-Time Employees. Regular, part-time employees earn vacation leave compensation on a pro-rated basis as set forth in their hours of work.

34.9: Early Check Requests. Should a regular payday fall during an employee's vacation the employee must request through their supervisor or department head to the Controller's Office to receive their check in advance. Such request shall be submitted two weeks prior to the advance. Early check requests will not be granted from June 15-July 15, or during the month of December.

34.10: Separation of Employment During Probationary Period. An employee who resigns or is terminated before completing their probationary period, shall not have any accumulated vacation hours cashed out.

XXXV
FUNERAL LEAVE

35.1: Funeral Leave. An employee shall be allowed four (4) working days as funeral leave not to be deducted from sick or vacation leave, for a death in the immediate family.

35.2: Definition of Immediate Family. Immediate family is defined as: employee's natural mother, father, brother, sister, grandparents, grandchildren, natural or legally adopted daughter or son, step-parents, stepchildren, spouse, father/mother-in-law, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or member of employee's own household not covered by immediate family. Special consideration for one day of paid bereavement leave to attend the funeral will also be given to any other person whose association with the employee was similar to any of the above relationships (i.e., companion, aunts, uncles, same domicile).

35.3: Time if Unable to Attend Funeral. In the event through the employee's own volition or circumstances, employee cannot attend the funeral services they will only be allowed

one (1) funeral leave day not to be deducted from sick or vacation leave.

35.4: Additional Time. If additional time off is needed, employees can arrange with the approval of their department head to use accumulated vacation, sick or personal leave time.

**XXXVI
HOLIDAYS**

36.1: Designated Holidays. The City shall afford all employees of this bargaining unit with the following paid holidays (total of thirteen (13) holidays):

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Floating
Juneteenth	

Day before or after Christmas and New Year's Day, as determined annually by the City Administration. Due consideration will be given to favor the employees receiving the most consecutive days off.

36.2: Pay for Holidays. Employees will be paid for these holidays at their current rate based on an eight (8) hour day for said holiday.

Any employee absent without authorized leave with pay on one or both they/their scheduled work days immediately preceding or following the holiday shall not be compensated for the holiday.

An employee who shall be required to work any portion of the holidays listed in this section shall be paid double their prevailing rate of pay plus the holiday pay at straight time.

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.

36.3: Part-Time Employees. Regular part-time employees as defined in this contract shall be eligible for holiday pay on a prorated basis as set forth in their hours of work.

36.4: Christmas/New Year's Vacation Closing. The City may close certain departments or operations for a period near or during the weeks of Christmas and New Year's. The City will offer affected employees the opportunity to use their accumulated vacation, personal, sick or compensatory time for compensation during this period. Employees not using accumulated time may request time off without pay and still receive pay for the holidays.

If bargaining unit work is to be performed during this period, the City shall schedule employees who would normally perform that work in the affected department without using a bumping procedure. If employees called back during this period refuse the work, the City shall be allowed to schedule supervisory personnel to perform their duties.

**XXXVII
ACT OF GOD**

37.1: Employees will not be charged benefits (accumulated leave time) due to City's closure as a result of circumstances caused by Acts of God. When the City's Administrative offices are closed due to a weather-related event and employees in the Public Services Department are required to report to work, those Public Services Employees who report to work will be compensated at double time for their normal working shift on that day. Any overtime outside of a normal shift hours compensation on these days will comply with Section XL (40) of the collective bargaining agreement.

**XXXVIII
HOURS OF WORK**

38.1: Shift Premium and Hours. The regular week shall consist of 7 consecutive days commencing at 12:00 a.m. on Saturdays for pay purposes. The regular workweek will consist of forty hours per week.

**XXXIX
CALL BACK PAY**

39.1: An employee who has left they/their normal place of work for they/their residence and is called back for overtime work, shall be compensated for such overtime in accordance with Section 40; provided that they shall be compensated for at least four (4) hours and, further provided, that this compensation shall cover all work performed for the City within the four hour period starting at the time of the receipt of call.

**XL
OVERTIME**

40.1: Time and One Half. Time and one half will be paid as follows:

1. For all hours over 8 in one day.
2. For Saturday as such (except when provided otherwise by mutual agreement).
3. For hours in excess of 40 hours per week.

40.2: Double Time. Double time will be paid as follows:

1. For all hours worked on Sunday.
2. For all hours worked on holidays that are defined in this agreement in addition to holiday pay.
3. Per Section XXXVII (37) of the collective bargaining agreement

**XLI
OVERTIME SYSTEM FOR PUBLIC WORKS AND
ENVIRONMENTAL SERVICES EMPLOYEES**

41.1: Equalization of Overtime. It is agreed the following system shall be established to provide assurance of equalization of overtime. Each year, (on July 1) a list in seniority order shall be drawn up for each classification within each Division. To begin each year, overtime shall be offered to the senior employee within each classification and each Division. Should the employee decline the overtime, it shall be recorded as if the employee worked and the City

shall offer the overtime to the next employee in line. Once the employee has worked or refused the overtime, the employee shall be placed at the end of the list.

If more employees are still needed to work, the City may ask employees in another classification within the same Division. If there is still a shortage of employees after all the employees in the Division have been asked, the City may ask employees in another Division, by asking the person with the least amount of overtime in that division.

It is further agreed that, should this system not correct the disparity of overtime hours worked by each employee, a special conference will be called to review the procedure and negotiate a new system.

The overtime call list shall be posted in a conspicuous place so employees may know when they are next in line for overtime.

41.2: 24-Hour Notice for Scheduled Overtime. Employees will be given a 24-hour advance notice of scheduled overtime. If an employee is not given a 24-hour advance notice of scheduled overtime and they decline the overtime, it shall not be recorded as if the employee worked.

41.3 Eligibility for Overtime. For payroll purposes, the City considers a day to run from midnight to midnight. If employee leaves work early or is on paid time off for a workday, that employee will not be eligible for a callout until midnight that day. If that employee is contacted for a callout at midnight or after that day and turns down the callout, they/their will be charged for the time.

41.4: Overtime During Temporary Assignments. Employees who are temporarily assigned out of their permanent classification shall maintain seniority in their permanent classification. A temporarily assigned employee may work overtime in the temporary classification but shall be placed at the end of the overtime list on the date of appointment, if the assignment is to continue for over five working days. No employees shall lose their earned hours in their permanent classification caused by a temporary upgrade.

41.5: Supervisors Performing Bargaining Unit Work. It is not the intention of the employer to deprive any employee of work by assigning union work to a supervisor in lieu of overtime work for a union employee. However, it is understood and agreed that supervisors are specifically permitted to work in cases of emergencies, when there is a shortage of qualified help.

41.6: Winter Overtime List. Effective on July 1, 2018, on July 1st of each year, the City shall provide the Union with an overtime equalization list of all bargaining unit employees in the Department of Public Services, in order of seniority. All employees on the overtime equalization list shall have a balance of zero hours. Overtime shall be offered in descending order of seniority, with the employee having the most seniority being offered the overtime first. Should an employee decline the overtime, it shall be recorded as if the employee worked, and the City shall offer the overtime to the next most senior employee. Once an employee has worked or refused the overtime, that employee shall be placed at the bottom of the overtime equalization list.

After all bargaining unit employees in the Department of Public Services have been offered overtime after July 1st, then overtime opportunities will be first offered to the employee with the lowest amount of hours and then follow an ascending order based on the amount of hours worked. Seniority shall be the deciding factor in any decisions should the need arise.

The overtime call list shall be posted in a conspicuous place in the Department of Public Services so that employees may know when they are next in line for overtime.

Work requiring an upgrade shall be assigned by seniority, with due consideration for job requirements.

If either the Union or City believe that this system of overtime equalization does not correct the disparity of overtime hours, a special conference shall be held to review the procedure and negotiate a new system. This Section may be withdrawn by either the City or Union for any reason, upon seven (7) calendar days' written notice to the other party. Should this provision be terminated, the overtime

equalization system described in Section 42.6 of the July 1, 2013 - June 30, 2017 collective bargaining agreement shall be used, unless the parties agree in writing to a different system.

**XLII
OVERTIME SYSTEM FOR CLERICAL, PARKING ENFORCEMENT
EMPLOYEES**

42.1: Eligibility for Overtime. Overtime will be permitted only when the department head gives prior authorization. Provided an employee is qualified to perform the necessary job tasks, overtime work will be assigned on an equitable basis for all employees within the individual department. Should an employee be requested to work overtime and the employee declines the overtime it shall be recorded as they/their opportunity to work and the City shall offer the overtime to the next employee in line. The employee declining the overtime shall be placed at the end of the list, as if they worked the time. If no employee is available, employees in similar classifications from other departments may be offered the overtime.

**XLIII
COMPENSATORY TIME**

43.1: An employee may elect to receive compensatory time off in lieu of monetary compensation subject to the employer approval. Once such selection is made by the employee it may not be reversed. Compensatory time will be earned in accordance with the Fair Labor Standards Act. Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time off in any one fiscal year. If over the eighty hours of compensatory time is earned the employee must either select to receive the overtime pay or use the compensatory time off within the pay period that it was earned. Compensatory time shall be scheduled in advance with the approval of the department head."

XLIV
UNIFORM AND EQUIPMENT REQUIREMENTS

44.1: Uniforms and Equipment. It is agreed that the City shall furnish all uniforms and equipment that the City deems necessary in the performance of job assignments.

Effective July 1, 2010, all Parking Enforcement Officers will be provided dry cleaning service for their uniforms.

44.2: Winter Gear Allowance. Effective July 1, 2022, the city will provide once a year a credit/voucher in the amount of \$200 for boots and \$500 for the purpose of purchasing appropriate winter gear, for the department of Public Services employee and Parking Enforcement Officers. Prorated quarterly for new hires. This credit/voucher will not carry over to the following year but will expire on the following June 30th.

XLV
BULLETIN BOARDS

45.1: Use of Bulletin Boards. The Employer will provide bulletin boards in each building, which may be limited to use by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of meetings.

XLVI
JURY DUTY

46.1: Jury Duty or Witness Pay. An Employee who loses time from they/their assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid the difference, by the City, between jury duty or witness fees and the employee's regular City pay. The employee will turn the witness or jury fee over to the City.

The City will issue the regular paycheck, thus effectively paying only the difference.

46.2: Notice of Jury Duty. The employee shall give reasonable notice, when possible, and written verification to they/their immediate supervisor. Upon completion of jury duty employees should report to their supervisor for assignment, for completion of the workday, if at least (4) hours of the workday remain. Reasonable time will be afforded for changes of attire where applicable.

**XLVII
MILEAGE**

47.1: When an employee is required by the Employer to provide their own transportation, as part of an assignment, exclusive of travel back and forth to work location, the employee will be reimbursed mileage at the current rate as established by the state of Michigan travel policy which is updated every October.

**XLVIII
HOSPITALIZATION MEDICAL COVERAGE**

48.1: Medical Coverage. Medical coverage prior to January 1, 2018 shall be as described in the July 1, 2013 - June 30, 2017 collective bargaining agreement. Effective January 1, 2018, or as soon thereafter as practicable, the City shall provide the following insurance coverage:

Employees who elect health insurance coverage will be covered by Blue Cross/Blue Shield Blue Care Network (BCN) HMO HSA with \$3,000/\$6,000 deductible and \$10/\$60/\$80 prescription co-pay with the City contributing \$2,000/\$4,000 into an HSA for all employees. Employees may opt to choose the Blue Cross/Blue Shield Simply Blue PPO HSA coverage provided that the Employee pays the difference in premium cost if higher than the BCN HMO plan. The City will not contribute to an HSA for the Simply Blue PPO plan. If premium costs increase by more than the rate of inflation at any time during the contract period, the City and Union agree to open medical coverage for further negotiation at either party's request.

The dental coverage will be 100% preventive/80% basic services/80% major services.

All employees hired prior to July 1, 2010, along with their dependents will be afforded the benefit of dental and eye care. Any employee hired on or after July 1, 2010 will no longer have vision coverage provided to them or their dependents at the expense of the City, but shall have the option of joining the City's vision plan at their own expense through payroll deduction. However, dental coverage will be provided to those hired on or after July 1, 2010.

Employees receiving City paid Health care benefits will pay a member contribution based on the provisions of PA 152 of 2011, which could include:

- Hard cap limitation as set by law and are subject to change, or
- 80/20 percent payment option.

The City Council will vote annually to determine what this contribution will be at which time the City Manager or they/their designee will discuss the outcome of this decision with the Union.

If the City Council elects the hard cap limitation under PA 152, each employee in the bargaining unit will pay the difference above the hard cap dollar amount per the employee's applicable coverage (single, two-person, or family) for the plan year. If the City Council elects the 80/20 percent payment option under PA 152, each employee in the bargaining unit will pay 20% of the health care costs for they/their coverage. Additional employee contributions shall apply to optional health insurance plan premiums.

The City will offer a Flexible Spending Account (FSA) for employees participating in either the Blue Care Network HMO or Simply Blue plan. The City will no longer contribute to employee's FSA account at the start of each fiscal year. Employees may make their own contributions to they/their FSA account pursuant to the terms of the plan. FSA's can be used for office visits, deductibles, Rx co-pays, over-the-counter drugs and much more (according to the list provided by the IRS Rules & Guidelines). Over-the-counter drugs will no

longer be included unless a physician writes a prescription for the over-the counter item.

48.2: Modification of Insurance. Upon mutual agreement of the union and the City, either the nature of health and medical insurance or the insurance carrier may be changed.

48.3: Continuation of Health Insurance During Medical Leave. In the case of an employee suffering a prolonged illness which results in they/their using up all of their sick and vacation leave, the City agrees to continue the payment of health insurance as provided in this section for one year beyond the date of the expiration of such leave time, during the continued disability.

48.4: Waiver of Health Insurance. Employees may, with proper verification of alternate coverage and signed waiver, receive a payment in lieu of health care coverage. The coverage specifically waived is health care.

A single waiver will receive \$2000/yr., a two-person waiver will receive \$4000/yr. and a family waiver will receive \$5000/yr. payable in arrears in two equal payments in June and December. A waiver can only be submitted in December of each year effective for the following calendar year.

Re-enrollment to city coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in city coverage re-enrollment contracts. Upon re-enrollment the payment will be pro-rated for the actual months prior that the employee was not enrolled in the City's health coverage.

Upon termination of employment the payment will be pro-rated for actual months of waiver period. For the purpose of defining a month a person working on or after the 15th day shall be considered employed for the month.

It is understood that this section does not alter COBRA requirements of the employer and employee.

48.5: Part-Time Employees. Less than 40 hours - Employees as defined will be provided single medical and dental insurance coverage paid by the City with the option to select additional dependent coverage as a payroll deduction.

20 hours or less - Employees as defined will be provided single medical insurance coverage with one half the premium paid by the City and the balance paid by the employee as a payroll deduction. The employee may elect not to have this coverage.

The Employer will not provide insurance coverage for employees hired after July 1, 2007.

48.6: Dental Coverage. Dental coverage will be provided to all bargaining unit employees as described in Attachment A.

48.7: Vision Coverage. Vision coverage will be provided to all bargaining unit employees hired prior to January 1, 2013 as described in Attachment B. Any employees hired on or after January 1, 2013 who wishes to have vision coverage, may purchase such coverage at the employee's own expense at the group rate.

XLIX
PHYSICAL EXAMINATION AND CDL DRUG TESTING

49.1: All employees shall, at the City's direction and expense, have a physical examination, chest x-ray and electrocardiogram, periodically. All public works employees shall have this examination every two years as requested by the City. All employees shall sign a release making available to the Personnel Administrator a report of the physical examination.

All employees shall take reasonable self-help measures to comply with the recommendations of the examining physician or physicians.

All employees required to hold a CDL will follow all the rules, guidelines and policies as stated in the Federal and State Guidelines and the City's Drug Free Workplace Policy.

L
RETIREMENT

50.1: Retirement Program. For employees hired on or before July 1, 2010, the parties agree to participate under the Michigan Employees Retirement System B-4 Plan with the following riders: FAC-3, F50/25 and F55/15, for all retirements effective after that date.

All TPOAM employees hired after July 1, 2010, upon retirement, will have a 2% multiplier for their pension. For those employees hired on or after July 1, 2013, the years of service and age requirements shall be as follows:

Years of Service	Age
25	55
10	60

The employees agree to maintain payroll deductions of 5% of wages toward retirement. In addition to this payment, if and when the actuary determines that City revenues are needed to contribute to the retirement system, the employees agree to pay for 50% of that amount.

50.2: Retirement Notification. Employees desiring to retire shall make their intentions inclusive of an effective date (month and year) known in writing (30) days' notice. Please note that longer notice of 90 days would ensure enough time for MERS to place you on the retirement payroll.

50.3: Payment for Vacation Time. If an Employee retires, they will receive any unused vacation credit.

50.4: Retiree Health Insurance. The following shall apply to employees retiring after June 30, 2017. For employees hired before July 1, 2007, the following shall apply:

- A. Pre-Medicare eligible retirees will be eligible for health insurance coverage provided to active employees under this 2017-2022 Agreement. The City agrees to pay the cost of the insurance premiums for the retiree and eligible dependents according to the schedule listed in the next paragraph.

Employees retiring (or deferring retirement) with ten years of service, but less than 15, shall be eligible for 50% payment of medical, dental and optical coverage for the retiree only. Employees with 15 years of service, but less than 20, shall be eligible for 100% payment of medical, dental and optical coverage for the retiree only. Employees with 20 years of service or more shall be eligible for 100% payment of medical, dental and optical coverage for the retiree, and the City will contribute \$175 per month toward the retiree's spouse/dependent insurance. The reduction in benefits for less than 20 years of service shall not apply to City/Union approved early retirements.

Retirees must be at least age 50 when separating from active employment, and actually be receiving a MERS pension, to be eligible for the benefits listed above.

All pre-Medicare eligible retirees, who retire after January 1, 2018, for the duration of this 2017-2022 collective bargaining agreement, will be provided with medical, dental, vision and prescription drug insurance described in Section 49.1. However, the level of future medical, dental, vision or prescription drug coverage for pre-Medicare retirees, who retire after January 1, 2018, shall be modified to be identical to that provided to active employees under subsequent collective bargaining agreements. Such a modification shall not completely eliminate medical, dental, vision and prescription drug insurance for pre-Medicare eligible retirees; medical, dental, vision and prescription drug insurance shall be continued for eligible retirees until they become eligible for Medicare. There shall be no further modification to pre-Medicare retiree health insurance or prescription drug coverage after the last "Tier 1" employee has ceased employment with the City. For purposes of Article 51.4, Sections A and B, a "Tier 1" employee is defined as an TPOAM bargaining unit member who was hired by the City prior to July 1, 2007.

All Medicare eligible retirees will be provided with a Medicare Advantage Plan, Medicare Plus Blue PPO Option 1, as secondary coverage to Medicare. However, the

Medicare Advantage Plan for Medicare-eligible retirees, who retire after January 1, 2018, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements; such a modification shall not completely eliminate the Medicare Advantage Plan or prescription drug coverage for Medicare eligible retirees. There shall be no further modification to the Medicare Advantage Plan or prescription drug coverage after the last "Tier 1" employee has ceased employment with the City.

Employees retiring between July 1, 2017, and the date of ratification of the 2017- 2022 collective bargaining agreement who are eligible for retiree health insurance from the City shall remain in the health insurance plan they enrolled in as of January 1, 2018, until the next open enrollment period.

- B. Employees hired on or after July 1, 2007, will be eligible to receive retiree health insurance coverage according to the provisions set forth below:

Employees retiring (or deferring retirement) with less than 20 years of service shall be eligible for 50% payment of medical, dental and optical coverage for the retiree only. There will be no spousal contribution.

Employees retiring with 20 years of service or more shall be eligible for 100% payment of medical, dental and optical coverage for the retiree only. There will be no spousal contribution. However, upon the death of the retiree, the City will provide the retiree's surviving spouse with the same coverage that the retiree was receiving before they/their death.

Upon retirement, such employees will be covered by the same medical, dental and optical plan provided to current active TPOAM employees for the duration of the 2017-2022 collective bargaining agreement. In no event shall the coverage for such retirees exceed the coverage offered to active employees. The level of future medical, dental, vision and prescription drug coverage in subsequent collective bargaining agreements shall be modified as described in Section A of this Article.

Upon eligibility, retirees (or spouse if applicable) are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage. All Medicare eligible retirees will be provided with a Medicare Advantage Plan, Medicare Plus Blue PPO Option 1, as secondary coverage to Medicare. However, the Medicare Advantage Plan for Medicare-eligible retirees, who retire after January 1, 2018, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements; such a modification shall not completely eliminate the Medicare Advantage Plan or prescription drug coverage for Medicare eligible retirees. There shall be no further modification to the Medicare Advantage Plan or prescription drug coverage after the last "Tier 1" employee has ceased employment with the City.

Retirees must be at least age 50 when separating from active employment, and actually be receiving a MERS pension, to be eligible for the benefits listed above.

Employees retiring between July 1, 2017, and the date of ratification of the 2017- 2022 collective bargaining agreement who are eligible for retiree health insurance from the City shall remain in the health insurance plan they enrolled in as of January 1, 2018, until the next open enrollment period.

- C. Employees hired on or after July 1, 2010, will not be eligible to receive retiree health, dental or vision insurance coverage. However, the City will provide a Health Care Savings Account for new hires and will contribute \$200 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:

- 3 Years - 25% of HCSA can be retrieved by employee upon separation
- 5 Years - 50% of HCSA can be retrieved by employee upon separation
- 7 Years - 75% of HCSA can be retrieved by employee upon separation
- 10 Years - 100% of HCSA can be retrieved by employee upon separation

Contributions from Employees: No contribution

50.5: Enrollment in Medicare Parts A&B. Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage and any Medicare costs are the responsibility of the retiree.

50.6: Waiver of Retiree Health Coverage. If a retiree is covered under another health and dental insurance policy, with proper verification and signed waiver, the retiree may receive payment in lieu of health and dental insurance, according to the following schedule:

1. Single Coverage - \$750/year
2. Two Person Coverage - \$1,000/year
3. Family Coverage - \$2,000/year

Payable in arrears semi-annually in June and December.

Reenrollment to City coverage can be accomplished during the open enrollment period annually or immediately, if other coverage is terminated, as provided in City coverage reenrollment contracts. Upon reenrollment, the payment will be prorated for the actual months prior that the retiree was not enrolled in the City's health and dental coverage.

LI
WORKER'S COMPENSATION (ON THE JOB INJURY)

51.1: Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an Employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and they/their regular weekly income, minus any appropriate deductions (based on forty (40) hours) for a period not to exceed one (1) year. If the Worker's Compensation leave exceeds one (1) year, the employee will receive the State mandated portion for the duration of the leave. While on Worker's Compensation leave, employees will continue to receive their paycheck from the City, not the insurance carrier.

Employees will continue to receive their benefits as afforded by the collective bargaining agreement.

LII
LIFE INSURANCE COVERAGE

52.1: Active Employees. The Employer agrees to provide \$60,000, 24-hour coverage double indemnity term life insurance for each Employee, to be paid by the Employer. Regular part-time employees will not be afforded this coverage.

52.2: Retirees. Retirees shall have the option of continuing under the City's current life insurance policy electing up to \$5,000 coverage with the City paying for the insurance premium. It is understood that either party can cancel the retiree insurance with a 30-day notice.

LIII
RATIFICATION

It is mutually agreed that the parties will submit this agreement to the employees of the bargaining unit and City Council respectively with an effort by both parties to secure ratification of this agreement.

LIV
MONETARY COMPENSATION PLAN

54.1: Salary Schedule. The attached salary schedule shall form a part of this agreement and will be in effect for the term of this Agreement, unless otherwise provided for in this contract.

- a. 3% wage increase on July 1, 2022
- b. 3% wage increase on July 1, 2023
- c. 3% wage increase on July 1, 2024
- d. 3% wage increase on July 1, 2025

54.2: Step Increments. Employees hired on or after August 1, 2009, but prior to July 1, 2013 shall move to Step 2 Wage pay scale and continue to move up the steps upon their anniversary dates beginning in 2014. Any employees at Step 1 as of the date of ratification of the 2017-2022 collective bargaining agreement (October 2, 2018) shall move to Step 2 on their next anniversary date.

Employees will move to Step 6, 20 years or Step 7, 25 years on the anniversary of the start of their 20th or 25th year of employment of their current position on the salary table.

**LV
HEAVY EQUIPMENT POLICY & PROCEDURE**

Equal representation of Union and Management will form a committee to devise a policy and procedure for the internal training and certification of Heavy Equipment Operators. This will be completed within ninety (90) days of ratification of the union contract.

**LVI
MERGING OF POSITIONS**

The Maintenance Worker and the Parks and Forestry Worker job descriptions will be merged under the Equipment Operator position. All Equipment Operators will have their pay scale moved to the Parks and Forestry Worker positions.

**LVII
TERMINATION AND MODIFICATION**

57.1: Terms of Agreement. This agreement shall continue in full force and effect until 11:59 p.m. June 30, 2026.

57.2: Termination of Agreement. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of

termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

57.3: Modification of Agreement. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, either party on ten (10) days written notice of termination may terminate this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

57.4: Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to 1034 North Washington Street, Lansing, Michigan, and if to the Employer addressed, 1 South Huron Street, Ypsilanti, Michigan or to any such address as the Union or the Employer may make available to each other.

Per MCLA 423.215(7), the following language shall be included in the Agreement:

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. The parties acknowledge that this language is required by Public Act 9 of 2011, being MCLA 423.215(7). This language was not negotiated, or agreed to by, the parties. The parties also recognize that 2011 PA 4 was repealed by the voters in November of 2012. By signing this agreement, the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. Should Public Act 9 of 2011 be

repealed, amended, modified, or judicially limited in any way, this provision is limited or unenforceable consistent with such act.

SIGNATURE PAGE

This Agreement shall become effective July 1, 2022. In witness whereof the parties hereto have caused this instrument to be executed on the day and year first above written.

TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN

CITY OF YPSILANTI,
A MUNICIPAL CORPORATION

BY:

 2-16-23
Eric Bonewicz, TPOAM
Business Agent

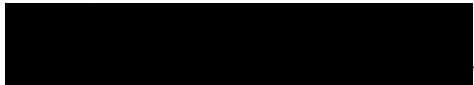
 2/16/23
Scott Cooper
President


Harold Smith
Negotiating Team


Breann Urbani
Negotiating Team

BY:


Nicole Brown
Mayor


Frances McMullan
City Manager


DuJuan Fisher
Human Resources

APPROVED AS TO FORM:

BY: 
John Barr
City Attorney

Dated: 2-28-2023

City of Ypsilanti
Active Employee Participant Plan
(also includes Retired Members 2012 and forward)

FREQUENTLY ASKED
DENTAL ENROLLMENT QUESTIONS

QUESTION: What are my deductibles?

ANSWER: Your dental plan has a \$50 per person deductible; the family deductible is satisfied when 3 family members meet their \$50 per person deductible. The deductible is waived for Preventive services.

QUESTION: Can I see my own dentist?

ANSWER: Yes, the dental plan allows you to see any dentist you want. However, the Assurant® Dental Network allows you to receive a higher level of benefit if you utilize a preferred provider. If your dentist is not currently an Assurant® Dental Network provider, you can nominate your dentist for membership by calling toll-free 800.442.7742.

QUESTION: What is Assurant® Dental Network?

ANSWER: Assurant® Dental Network is a national dental Preferred Provider Organization (PPO) owned and operated by Union Security Insurance Company and Assurant, Inc.

QUESTION: How do I locate a PPO provider?

ANSWER: To locate an Assurant® Dental Network provider in your area, contact Assurant® Dental Network at 800.442.7742. A service representative can confirm whether your current dentist is an Assurant® Dental Network panel member, help you nominate your dentist for Assurant® Dental Network membership, or refer you to Assurant® Dental Network providers in your area. You can nominate your dentist or receive a referral through the Assurant® Dental Network at www.assurantemployeebenefits.com. To simply locate a dentist, the Assurant® Dental Network provider directory can be a valuable resource.

QUESTION: When I visit the dentist, do I have to fill out a claim form?

ANSWER: No. Claim forms are available, but they are *not* required. Assurant Employee Benefits will accept a dentist's invoice of services in lieu of a claim form. You will, however, need to provide your dentist with your group number and your social security number, which serve as your identification for all claims.

QUESTION: Who are eligible dependents?

ANSWER: Those qualified to be covered under your dental plan include your spouse and children under the age of 19 or 25 if a full-time student.

The insurance policy, policies, or plans described in this document are underwritten by Union Security Insurance Company, a subsidiary of Assurant, Inc. Assurant Employee Benefits, a business unit of Assurant, Inc., markets life, disability and dental benefit plans as well as related products and services.

Services provided by Union Security Insurance Company

Document last updated October 2014

ATTACHMENT A – DENTAL COVERAGE

City of Ypsilanti
DENTAL DESCRIPTION OF BENEFITS
Active Employee Participant Plan
(also includes Retired Members 2012 and forward)
Please take this information to your dentist
K1900177
Effective Date: 04/01/2004 Revised 10/01/2014

CALENDAR YEAR DEDUCTIBLE				
DHA® PPO Non-PPO There are no deductibles to apply for this Plan				
CALENDAR YEAR MAXIMUM BENEFIT (APPLIES TO CLASS I, II & III)				
DHA® PPO Non-PPO Each Eligible Family Member \$1,500 \$1,500 Applies To Class I, II & III Class I, II & III				
CHILD ORTHODONTIC				
DHA® PPO Non-PPO Lifetime Maximum \$600 \$600				
	CLASS I DIAGNOSTIC & PREVENTIVE	CLASS II BASIC RESTORATIVE	CLASS III MAJOR RESTORATIVE	CLASS IV ORTHODONTIA
Coinurance: DHA® PPO Non-PPO	100% 100%	80% 80%	80% 80%	50% 50%
Description of Services:	Oral exams, cleanings, bitewing X-rays, fluoride treatments, sealants, intraoral complete series X-rays or panoramic film	Fillings, simple extractions, initial root canal therapy, oral surgery, periodontics, intraoral and extraoral X-rays	Crowns, full and partial dentures, bridges, space maintainers, stainless steel crowns, non- surgical TMJ (\$600 Lifetime Maximum)	Orthodontic extractions, full or partial bands, appliances (removable and fixed)

* ASSURANT® DENTAL NETWORK - For referral to a PPO provider, call 800.442.7742 or go to
www.assurantiamichiganbenefits.com

Pre-Determination: If the charge for any dental treatment is expected to exceed \$300, Assurant Employee Benefits recommends a dental treatment plan be submitted to claims for review before treatment begins.

CLAIMS/CUSTOMER SERVICE:
Assurant Employee Benefits PO Box 2940 Clinton, IA 52733 (800) 442-7742 Electronic Claims: Payor 70408

Services provided by Union Security Insurance Company

Document last updated October 2014

ATTACHMENT B – VISION COVERAGE



Mutual Eye Claim Audits, Inc. • PO Box 17190 • Indianapolis, Indiana 46217-0190

317.862.2500 • 800.875.6322 • Fax 317.862.1808

EXPLANATION OF BENEFIT COVERAGE

EMPLOYER GROUP City of Ypsilanti-B GROUP BENEFIT NO. 3048

<u>BENEFIT COVERAGE</u>	<u>PLAN PAYS</u>	<u>PATIENT PAYS</u>
EXAMINATION		
MD	Reasonable & Customary less	-0-
OD	Reasonable & Customary less	-0-
LENSES (Pair)		
Single Vision	Reasonable & Customary	-0-
Bifocals	Reasonable & Customary	-0-
Trifocals	Reasonable & Customary	-0-
Progressive	Pay same as trifocal	Balance
FRAME	\$100	Balance
CONTACT LENSES		
Cosmetic	\$200	Balance
Med. Necessary (In lieu of FRAME AND LENS)	\$400	Balance
EXTRA		
Polycarbonate	\$40	Balance
BENEFIT FREQUENCY	Adults	Once every 12 consecutive months.
	Children under age 18	Once every 12 consecutive months.
	Dependents age 19-23	Once every 12 consecutive months.

As a network provider you are expected to follow these guidelines. The exam includes case histories, testing visual acuity, external examination of the eye, tonometry, summary and findings, and may include medication for dilating the pupils and desensitizing the eyes for tonometry and such other examination techniques as may be indicated by the professional judgment of the optometrist. If additional testing is deemed necessary by the optometrist then this should be explained to the patient and will be the responsibility of the patient to pay the additional charges. The patient will be required to pay for any amount over the allowances for materials that show the patient pays the balance and those services and materials that are not covered under the Plan. For additional information, please call 317-862-2500 or 800-875-6322.

Effective 9/91

Updated 1/17

CITY OF YPSILANTI/TPOAM
EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2026
SIGNATURE COPY

Office Receptionist						After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 15.65	\$ 16.18	\$ 16.75	\$ 17.34	\$ 18.17	\$ 19.04	\$ 19.95
7/1/2022	\$ 16.11	\$ 16.67	\$ 17.25	\$ 17.86	\$ 18.71	\$ 19.61	\$ 20.55
7/1/2023	\$ 16.60	\$ 17.17	\$ 17.76	\$ 18.40	\$ 19.28	\$ 20.20	\$ 21.17
7/1/2024	\$ 17.10	\$ 17.68	\$ 18.30	\$ 18.95	\$ 19.85	\$ 20.80	\$ 21.80
7/1/2025	\$ 17.61	\$ 18.21	\$ 18.85	\$ 19.52	\$ 20.45	\$ 21.43	\$ 22.46
Clerk Typist						After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 17.02	\$ 17.62	\$ 18.26	\$ 18.93	\$ 19.84	\$ 20.79	\$ 21.80
7/1/2022	\$ 17.53	\$ 18.15	\$ 18.81	\$ 19.49	\$ 20.43	\$ 21.41	\$ 22.45
7/1/2023	\$ 18.05	\$ 18.70	\$ 19.37	\$ 20.08	\$ 21.04	\$ 22.06	\$ 23.12
7/1/2024	\$ 18.60	\$ 19.26	\$ 19.95	\$ 20.68	\$ 21.67	\$ 22.72	\$ 23.82
7/1/2025	\$ 19.15	\$ 19.84	\$ 20.55	\$ 21.30	\$ 22.32	\$ 23.40	\$ 24.53
Parking Enforcement						After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 17.88	\$ 18.52	\$ 19.18	\$ 19.88	\$ 20.82	\$ 21.18	\$ 22.86
7/1/2022	\$ 18.42	\$ 19.07	\$ 19.76	\$ 20.47	\$ 21.45	\$ 21.82	\$ 23.54
7/1/2023	\$ 18.97	\$ 19.64	\$ 20.35	\$ 21.09	\$ 22.09	\$ 22.47	\$ 24.25
7/1/2024	\$ 19.54	\$ 20.23	\$ 20.96	\$ 21.72	\$ 22.75	\$ 23.15	\$ 24.98
7/1/2025	\$ 20.13	\$ 20.84	\$ 21.59	\$ 22.37	\$ 23.44	\$ 23.84	\$ 25.73
Record Clerk						After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 18.13	\$ 18.78	\$ 19.46	\$ 20.16	\$ 21.13	\$ 22.15	\$ 23.23
7/1/2022	\$ 18.68	\$ 19.35	\$ 20.04	\$ 20.76	\$ 21.76	\$ 22.82	\$ 23.92
7/1/2023	\$ 19.24	\$ 19.93	\$ 20.64	\$ 21.39	\$ 22.42	\$ 23.50	\$ 24.64
7/1/2024	\$ 19.82	\$ 20.52	\$ 21.26	\$ 22.03	\$ 23.09	\$ 24.21	\$ 25.38
7/1/2025	\$ 20.41	\$ 21.14	\$ 21.90	\$ 22.69	\$ 23.78	\$ 24.93	\$ 26.14
Accounting Clerk II / Secretary						After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 18.474	\$ 19.129	\$ 19.812	\$ 20.525	\$ 21.516	\$ 22.558	\$ 23.652
7/1/2022	\$ 19.028	\$ 19.703	\$ 20.406	\$ 21.141	\$ 22.161	\$ 23.235	\$ 24.362
7/1/2023	\$ 19.599	\$ 20.294	\$ 21.019	\$ 21.775	\$ 22.826	\$ 23.932	\$ 25.092
7/1/2024	\$ 20.187	\$ 20.903	\$ 21.649	\$ 22.428	\$ 23.511	\$ 24.650	\$ 25.845
7/1/2025	\$ 20.79	\$ 21.53	\$ 22.30	\$ 23.10	\$ 24.22	\$ 25.39	\$ 26.62
Accounting Technician						After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 20.117	\$ 20.884	\$ 21.692	\$ 22.539	\$ 23.633	\$ 24.783	\$ 25.990
7/1/2022	\$ 20.721	\$ 21.511	\$ 22.343	\$ 23.215	\$ 24.342	\$ 25.526	\$ 26.770
7/1/2023	\$ 21.342	\$ 22.156	\$ 23.013	\$ 23.912	\$ 25.072	\$ 26.292	\$ 27.573
7/1/2024	\$ 21.982	\$ 22.821	\$ 23.703	\$ 24.629	\$ 25.824	\$ 27.081	\$ 28.400
7/1/2025	\$ 22.64	\$ 23.51	\$ 24.41	\$ 25.37	\$ 26.60	\$ 27.89	\$ 29.25

Payroll Tech/Fianance Generalist. Sec. II FOIA Pol Rec/Clerk 0 After 20								After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
1/1/2021	\$ 20.45	\$ 21.23	\$ 22.06	\$ 22.92	\$ 24.04	\$ 25.21	\$ 26.44	\$ 26.44
7/1/2022	\$ 21.06	\$ 21.87	\$ 22.72	\$ 23.61	\$ 24.76	\$ 25.96	\$ 27.23	\$ 27.23
7/1/2023	\$ 21.70	\$ 22.53	\$ 23.40	\$ 24.32	\$ 25.50	\$ 26.74	\$ 28.05	\$ 28.05
7/1/2024	\$ 22.35	\$ 23.20	\$ 24.11	\$ 25.05	\$ 26.27	\$ 27.55	\$ 28.89	\$ 28.89
7/1/2025	\$ 23.02	\$ 23.90	\$ 24.83	\$ 25.80	\$ 27.05	\$ 28.37	\$ 29.76	\$ 29.76
Payroll Administrator								After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
1/1/2021	\$ 22.75	\$ 23.62	\$ 24.54	\$ 25.50	\$ 26.74	\$ 28.04	\$ 29.41	\$ 29.41
7/1/2022	\$ 23.43	\$ 24.33	\$ 25.27	\$ 26.27	\$ 27.54	\$ 28.88	\$ 30.29	\$ 30.29
7/1/2023	\$ 24.13	\$ 25.06	\$ 26.03	\$ 27.05	\$ 28.37	\$ 29.75	\$ 31.20	\$ 31.20
7/1/2024	\$ 24.86	\$ 25.81	\$ 26.81	\$ 27.87	\$ 29.22	\$ 30.64	\$ 32.13	\$ 32.13
7/1/2025	\$ 25.60	\$ 26.58	\$ 27.62	\$ 28.70	\$ 30.09	\$ 31.56	\$ 33.10	\$ 33.10
Equipment Operator								After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
1/1/2021	\$ 19.359	\$ 20.221	\$ 21.131	\$ 22.092	\$ 23.162	\$ 24.288	\$ 25.471	\$ 25.471
7/1/2022	\$ 19.940	\$ 20.828	\$ 21.765	\$ 22.755	\$ 23.857	\$ 25.017	\$ 26.235	\$ 26.235
7/1/2023	\$ 20.538	\$ 21.452	\$ 22.418	\$ 23.437	\$ 24.573	\$ 25.767	\$ 27.022	\$ 27.022
7/1/2024	\$ 21.154	\$ 22.096	\$ 23.090	\$ 24.141	\$ 25.310	\$ 26.540	\$ 27.833	\$ 27.833
7/1/2025	\$ 21.79	\$ 22.76	\$ 23.78	\$ 24.86	\$ 26.07	\$ 27.34	\$ 28.67	\$ 28.67
Heavy Equipment Operator								After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
1/1/2021	\$ 20.702	\$ 21.600	\$ 22.561	\$ 23.579	\$ 24.675	\$ 25.827	\$ 27.038	\$ 27.038
7/1/2022	\$ 21.323	\$ 22.248	\$ 23.238	\$ 24.286	\$ 25.415	\$ 26.602	\$ 27.849	\$ 27.849
7/1/2023	\$ 21.963	\$ 22.915	\$ 23.935	\$ 25.015	\$ 26.178	\$ 27.400	\$ 28.685	\$ 28.685
7/1/2024	\$ 22.622	\$ 23.603	\$ 24.653	\$ 25.765	\$ 26.963	\$ 28.222	\$ 29.545	\$ 29.545
7/1/2025	\$ 23.30	\$ 24.31	\$ 25.39	\$ 26.54	\$ 27.77	\$ 29.07	\$ 30.43	\$ 30.43
Sign Specialist								After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
1/1/2021	\$ 21.353	\$ 22.298	\$ 23.300	\$ 24.361	\$ 25.495	\$ 26.689	\$ 27.944	\$ 27.944
7/1/2022	\$ 21.994	\$ 22.967	\$ 23.999	\$ 25.092	\$ 26.260	\$ 27.490	\$ 28.782	\$ 28.782
7/1/2023	\$ 22.653	\$ 23.656	\$ 24.719	\$ 25.845	\$ 27.048	\$ 28.314	\$ 29.646	\$ 29.646
7/1/2024	\$ 23.333	\$ 24.366	\$ 25.461	\$ 26.620	\$ 27.859	\$ 29.164	\$ 30.535	\$ 30.535
7/1/2025	\$ 24.03	\$ 25.10	\$ 26.22	\$ 27.42	\$ 28.69	\$ 30.04	\$ 31.45	\$ 31.45
Mechanic								After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
1/1/2021	\$ 23.916	\$ 25.529	\$ 27.141	\$ 28.809	\$ 30.208	\$ 31.933	\$ 32.159	\$ 32.159
7/1/2022	\$ 24.633	\$ 26.295	\$ 27.955	\$ 29.673	\$ 31.114	\$ 32.891	\$ 33.124	\$ 33.124
7/1/2023	\$ 25.372	\$ 27.084	\$ 28.794	\$ 30.563	\$ 32.048	\$ 33.878	\$ 34.117	\$ 34.117
7/1/2024	\$ 26.134	\$ 27.896	\$ 29.658	\$ 31.480	\$ 33.009	\$ 34.894	\$ 35.141	\$ 35.141
7/1/2025	\$ 26.92	\$ 28.73	\$ 30.55	\$ 32.42	\$ 34.00	\$ 35.94	\$ 36.20	\$ 36.20



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: September 5, 2023
SUBJECT: Acting City Manager and City Clerk Pay Adjustments

DESCRIPTION:

Acting City Manager and City Clerk Pay Adjustments

SUMMARY:

On August 8, 2023, City Council approved the retirement agreement of former City Manager Frances McMullan. Per Section 4.02 of the City Charter the City Clerk serves as Acting City Manager until City Council designates a different qualified person to perform the duties of the City Manager whether permanently or on an interim basis. Until a City Manager is appointed, the City Clerk position is vacant. Historically, this vacancy has been filled by the Deputy City Clerk.

The proposed salary adjustments are based on the Ypsilanti's Approved Salary of 2021 for City Manager and City Clerk. Past acting positions were provided the pay rate of the position upon vacancy.

ATTACHMENTS: Resolution, Salary Study

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-171
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Frances McMullan has retired from her position as city manager, and

Whereas the Ypsilanti City Charter provides that the City Clerk become acting city manager when the City Manager is absent, and

Whereas when the City Clerk becomes acting City Manager the Deputy City Clerk becomes acting City Clerk and the City Clerk has a higher pay grade than the Deputy City Clerk, and

Now therefore it be resolved that Andrew Hellenga be formally appointed Acting City Manager, and Aaron Smith be appointed Acting City Clerk.

Be it further resolved that increase in pay for these two positions follow the pay scale as set forth by the salary study approved by Resolution No. 2021-226 on October 19, 2021 the pay of Andrew Hellenga shall be adjusted to 53.834 position for the time he is acting City Manager and the pay of Aaron Smith shall be adjusted to the rate of 39.208 for the time he is acting City Clerk, starting retroactively on August 14, 2023.

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 5 day of September 2023

#Resolution No. 2023-171

Summary of Compensation Comparison & Results

An organization's compensation structure may **Lag the Market**, **Meet the Market** or **Lead the Market**, either by design or simply by accident. Where an organization's compensation compares to the market is an important aspect to know and to use as a reference when making short term and long-term decisions and setting goals. It also contributes to an overall goal in recruitment, retention and employee development.

Relying on the data received from the comparable communities for the City's positions indicates that in general Ypsilanti's compensation falls slightly below most of the calculated averages found in Table 3, with specific position details outlined later in this report. Table 3 displays the 2021 & 2022 compensation by Ypsilanti as well as the average of the other comparable municipalities.

Overall, the City's compensation reflects approximately a 4.3% lower wage than other municipalities when considering all positions in total. Individually, the variance ranges with an approximate 2% higher in one position to nearly 40% lower in another position as compared to the other municipalities. Only two Ypsilanti positions reflect a higher wage than the average and, in both cases, additional duties have been assigned to the Ypsilanti employees that can account for the higher wage. See Table 3 for specific data by position.

Table 3 – Summary Compensation Data

Table 3 reflects Ypsilanti's compensation, Community Averages and Ypsilanti's comparison to the averages. For example, the City Manager's 2021 compensation of \$111,975 is 4.9% lower than the average as compared to \$117,488. While the City of Ypsilanti has already approved its 2022 wage for these positions, most of the comparable communities have not done so at the time of this report. In part, that decision is most likely a timing issue that differs from Ypsilanti's process.

	Ypsilanti's Salary Variance over Averages	Community Averages	Ypsilanti's Approved Salary	
	2021	2021	2021	2022
City Manager	-4.9%	\$ 117,488	\$ 111,975	\$ 114,774
HR Manager	-39.6%	\$ 81,866	\$ 58,654	\$ 60,127
City Clerk	2.2%	\$ 79,796	\$ 81,553	\$ 83,519
DPW Director	-21.2%	\$ 98,109	\$ 80,977	\$ 83,000
Fire Chief	-11.1%	\$ 101,359	\$ 91,227	\$ 93,506
Finance Director/Treasurer	-6.4%	\$ 102,350	\$ 96,187	\$ 98,592
Director of Econ Dev	0.5%	\$ 86,786	\$ 87,188	\$ 88,516
Com Dev/DDA	-10.5%	\$ 78,777	\$ 71,259	\$ 72,344
Police Chief	-15.3%	\$ 110,095	\$ 95,527	\$ 98,939
Police Social Worker	N/A	N/A	\$ 65,000	N/A
Communication Manager	-7.6%	\$ 53,786	\$ 50,000	N/A
Parking/Project Mgr	N/A	N/A	\$ 61,501	\$ 63,039
Variance	-4.3%			

N/A - None of the comparable municipalities reported positions similar to Ypsilanti's Police Social Worker or Parking/Project Manager.



Resolution No. 2023-172
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT _____ is approved to perform the Executive Search for the

City of Ypsilanti City Manager position at an amount not to exceed _____.

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 5 day of September 2023

#Resolution No. 2023-172



EXECUTIVE SEARCH

Service Overview







michigan municipal league

The Michigan Municipal League has been committed to providing the best possible advocacy, resources, and service to Michigan communities since 1899. We provide our members with the tools and knowledge they need to effectively manage and develop their communities. With the League's intimate knowledge of communities' needs and challenges, we are in a unique position to provide a comprehensive executive search service.

The executive search service is a resource offered to strengthen the quality of municipal government and administration through successful placement of public leaders. The League is invested in the community before, during, and after the search and is dedicated to a long-term partnership. A typical League search takes at least 120 days and is customized to the specific needs of the community.



Executive Search Overview

Typical Service includes:

- Up to FOUR personal visits with the search facilitator
- Engagement of elected officials, department heads, and staff in the profiling process to facilitate consensus building around the necessary skills, knowledge, attributes, and team leadership expectations
- An extensive community profile and recruitment brochure
- Advanced marketing, including customized online advertising, targeted emails, and the League's social media
- Direct recruitment of passive candidates
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Assistance with the conditional offer of employment, background check, and contract negotiation

Package Price: \$18,500 for members and \$23,000 for nonmembers

Enhanced Service includes:

All Typical Services:

- Up to FIVE personal visits with the search facilitator
- Community roundtables during the profile processes
- Open house during interview process

Package Price: \$21,000 for members and \$25,000 for nonmembers



For a less complex search, the Basic Service includes:

Up to THREE personal visits with the search facilitator, which includes one day dedicated to interviews

- A community profile and recruitment brochure
- Standard marketing and advertising
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Background check

Package Price: \$15,500 for members and \$19,000 for nonmembers

Optional Services (Priced per service in addition to package cost):

- Community outreach meetings and public forums
- Social event or non-traditional setting for candidate screening
- Background checks at point of interview
- Media packet with press releases provided for the local media at key points



Services at a Glance

SEARCH TASKS	Search Levels		
PROFILING PROCESS	Basic	Typical	Enhanced
Engagement of Elected Officials	•	•	•
Engagement of Department Heads and Staff		•	•
Engagement of Community Members			•
Review Compensation Package	•	•	•
Standard Candidate Profile and Brochure	•	n/a	n/a
Extensive Candidate Profile and Brochure		•	•
ADVERTISING & MARKETING	Basic	Typical	Enhanced
Placement in League Classifieds Website	•	•	•
Standard Advertising (up to 3 job boards)	•	n/a	n/a
Advanced Advertising		•	•
Social Media Announcements	•	•	•
Direct Recruitment of Passive Candidates		•	•



SEARCH TASKS	Search Levels		
CANDIDATE SCREENING & SELECTION	Basic	Typical	Enhanced
Pre-Screening Activities/Application Analysis	•	•	•
Develop Standard Interview Format and Questions	•	n/a	n/a
Develop Robust Interview Format and Questions		•	•
Attendance During Interview Process	•	•	•
Assist and Attend Open House Function			•
Extend Conditional Offer w/ Sample Contract	•	•	•
Initiate Contract Negotiations		•	•
Conduct Full 3 rd -party Background Check	•	•	•
OUR GUARANTEE *Applies to municipal executives only	Basic	Typical	Enhanced
Our One-Year Guarantee		•	n/a
Our Two-Year Guarantee			•





michigan municipal league

Prepared by the Michigan Municipal League

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Membership Engagement
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Lansing, MI 48933
517.908.0302
emilyk@mml.org

Heather Elliott
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Membership Engagement
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Ann Arbor, MI 48105
734.669.6362
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June 2023



Our Clients

The League has completed hundreds of executive searches since 1998. Many of our clients return to the League for executive search assistance because of their satisfaction with our work and their trust in the League to do its best for their community. Listed below are searches the League has performed in recent years:

Client	Position	Year	Population
Lake Odessa	Village Manager	2023	1,988
Ypsilanti	Police Chief	2023	20,648
Bloomfield Hills	Public Safety Director	2023	4,431
Grandville	City Manager	2022	,15,750
Muskegon	City Manager	2022	38,318
Chelsea	Police Chief	2022	5,393
Ironwood	City Manager	2022	5,045
Petoskey	Finance Director	2022	5,877
Petoskey	City Manager	2022	5,877
Marshall	City Manager	2022	7,088
Norway	City Manager	2022	2,845
Belding	City Manager	2022	5,757
Northfield Township	Township Manager	2021	8,245
Manistee	City Manager	2021	6,226
Missaukee County	County Administrator	2021	14,849
Ionia	City Manager	2021	11,394
Farmington Hills	City Manager	2021	79,740
Elk Rapids	Village Manager	2021	1,642
Riverview	Police Chief	2021	10,694
East Grand Rapids	City Manager	2021	10,694
Clare	City Manager	2020	3,118
Flint	Finance Director	2020	102,434
Flint	Human Resources Director	2020	102,434
Ogemaw County	County Administrator	2020	21,699
Vassar	City Manager	2020	2,697
Quincy	City Manager	2020	1,652
Ishpeming	City Manager	2019	6,445
Grosse Pointe Park	City Manager	2019	11,125
Sault St Marie	City Manager	2019	13,631
Albion	City Manager	2019	8,285
Scottville	City Manager	2019	1,214
Caledonia	Village Manager	2019	1,511
Ludington	City Manager	2019	8,061
Gladwin	City Manager	2019	2,884
Battle Creek	Fire Chief	2018	52,347
Dewitt Township	Township Manager	2018	14,321
Hancock	City Manager	2018	4,634
Hart	City Manager	2018	2,126
Stanton	City Manager	2018	1,417
Cass City	City Manager	2017	2,428
Eaton Rapids	City Manager	2017	5,214
Emmet County	County Administrator	2017	32,694
Fraser	City Manager	2017	14,480
Gladstone	City Manager	2017	4,973
Lathrup Village	City Administrator	2017	4,075
Otsego	City Manager	2017	3,956
Rockford	City Manager	2017	5,719
St. Johns	City Manager	2017	7,865
Allegan	City Manager	2016	4,998
Benton Harbor	Finance Director	2016	9,889
Berkley	City Manager	2016	14,970
Bloomfield Hills	City Manager	2016	3,869

Executive Recruitment Services

City Manager

Prepared for the City of Ypsilanti



Presented by Amy Cell, LLC

August 14, 2023



Andrew Hellenga, City Clerk
City of Ypsilanti
Address 1 S Huron Street
City Ypsilanti, MI 48197

Dear Andrew,

Thank you for the opportunity to submit this proposal to assist the City of Ypsilanti in its search for a new City Manager.

As you look through this proposal, you will find that we bring extensive experience with executive searches in the public and private sectors and we are committed to providing you exceptional service and sharing with you our passion for Michigan communities, and Ypsilanti in particular. My hope is that upon review you will find us to be an excellent fit for this engagement.

We believe that we are the right partner for the City of Ypsilanti due to the following attributes which we will detail in the attached proposal:

- ***Passion for community service*** - Our team has worked for government, economic development and community development organizations. We are passionate about supporting Michigan's communities!
- ***Local knowledge makes for better marketing*** - We get to know the communities we are working with, through research and one on one meetings. We will then create a "Community Profile" that we share widely to attract candidates. Our business has been located in Ypsilanti, and we have many proud EMU graduates on the team. We are proud supporters of my Ypsilanti non-profit organizations and businesses, too.
- ***Consensus builders*** - We will interview City Council members and staff and align the Council on the ideal candidate profile.
- ***Top notch candidates*** - Our combination of strategic marketing and targeted outreach results in a robust pool of qualified and motivated candidates. We then winnow the pool down to a short list of candidates through a thorough vetting of the candidates' background and accomplishments.
- ***Diversity, equity, inclusion and belonging*** - We strive to develop candidate pools that are diverse and intentionally create a marketing plan and assessment strategy that is as inclusive as possible. Two of our team members have DEI certifications and our own team is rich in diversity.
- ***Customized approach*** - Each of our executive search engagements is unique. We focus on the key experiences, leadership style, and managerial competencies desired by the group of stakeholders that we interview. We create a tailored profile, service offering and communication approach that fits with your

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needs. Our extensive experience with planning and project management and transparent communication style will help the Council through the experience as smoothly as possible.

- **Our team** - We have a team of 20 highly qualified and diverse recruiters and HR experts, all based in Michigan.

Since our inception in 2015, we have supported hundreds of employers, communities, and job seekers with customized HR and recruiting services. Our team of seasoned professionals brings expertise and knowledge in the areas of municipal recruiting, human resources, economic development, project management, and marketing. We would be honored to work with the City of Ypsilanti on this important endeavor.

Please feel free to contact me with any questions. Thank you very much for the opportunity to share our interest in this engagement.

Best regards,



Amy Cell

President

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A. Qualifications

Type of Business

Amy Cell, LLC of 215 W. Michigan Avenue, Ypsilanti, Michigan 48197, operates as a Limited Liability Corporation in the State of Michigan. As a registered LLC in Michigan, we are licensed to operate in the State of Michigan. We provide recruiting, human resources consulting, and career coaching services. We are in good standing with the state of Michigan and have all the necessary licenses and certifications to be able to perform the work indicated in this RFP. The contact person for this proposal is Amy Cell. She can be reached at 734-657-0370 or amy@amycelltalent.com.

History

Since our founding in March of 2015, Amy Cell, LLC has conducted over 1000 searches, including recruitment for 100+ executive and key leadership roles, such as CEOs, City Managers, Executive Directors, Vice Presidents, and other C-Suite roles. In addition to our strong track record of success in both the public and private sectors, Amy Cell brings significant relevant experience to municipal/public sector recruiting, having served as Senior Vice President of Talent Enhancement at the Michigan Economic Development Corporation (MEDC), and as Vice President Talent Enhancement for Ann Arbor SPARK. In these roles, Amy was responsible for programs in talent attraction, retention and development at regional and state levels, and was integral in the design and implementation of talent programs to benefit Michigan employers and citizens (e.g., job seekers, apprentices, displaced workers). Through this decade of public service, Amy Cell established a large professional network and national reputation as a thought leader in talent attraction. The firm's commitment to client satisfaction and a positive jobseeker experience has led to strong growth, and our firm is proud to have all of our employees based in Michigan.

Why Us?

Here are the reasons that Councils, Commissions and Boards have trusted us to help them with one of their most important duties:

- We are experts in recruiting and sourcing. We have our own database of 1000+ municipal professionals, and send out monthly communications. We have four LinkedIn recruiter licenses so that we can effectively target top-notch talent, and ensure a diverse applicant pool.
- We are well versed in applicable laws including the Open Meetings Act and Freedom of Information Act.
- In addition to talent acquisition support, we provide HR consulting services to municipal clients, such as training programs, performance review management and have been the outsourced HR function for a municipality. We have had a team member serve as Acting City Manager, and have a team member that

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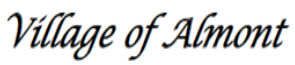
was a long serving local government employee. Thus we understand the day to day activities of local government.

- We have a strong marketing team that is well versed in social media and media relations. We will prepare press releases as directed by the City Council to support community engagement.
- We focus on success - we can provide a structured onboarding experience to help the new City Manager hit the ground running. We also offer a 360 degree feedback review after six months to help address any issues to ensure that the City Manager has an accurate understanding of what they should keep, stop and start doing.

Municipal Clients We Have Served

Municipal Clients We Have Served		
 Bedford Township	 City Ann Arbor	 City of Clawson
 City of Dearborn	 City of Eastpointe	 City of Farmington Hills
 City of Fraser	 City of Grand Rapids	 City of Grosse Pointe
 City of Holland	 City of Jackson	 City of Kentwood

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 City of Livonia	 City of Madison Heights	 City of Norton Shores
 City of Rochester Hills	 City of St. Clair Shores	 City of TRAVERSE CITY
 City of Yale	 Washtenaw County Conservation District	 Independence Township
 Lapeer County	 Lapeer County Road Commission	 Macatawa Area Express
 Macomb Township	 Redford Township	 Scio Township
 Village of Almont	 Village of Capac	 Village of Dundee

Examples of Prior Engagements

Below is a sample of recent relevant engagements

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City of Ann Arbor

Engagements: Amy Cell, LLC has been a key talent resource for the City of Ann Arbor, completing multiple, successful executive searches since 2020. These searches include: **City Administrator** search in June 2020 which resulted in 268 candidates and 3 finalists; **Chief Financial Officer** search in January 2021 resulted in 89 candidates and 4 finalists; **City Attorney** search in July 2021 which resulted in 19 candidates and 1 finalist; and **Director of Human Resources** search in June 2022 which resulted in 95 candidates and 2 finalists.

In addition to completing City Administrator and City Attorney Performance reviews (2020, 2022) and successfully recruiting for a senior staff position in the Public Works department, Amy Cell, LLC also provided organizational development support by designing and implementing 360 feedback assessments for key leaders.

May 25, 2022

“As part of our City Council’s Administration Committee, I have enjoyed working closely with Amy Cell on a number of executive level searches. In a competitive recruitment environment shared by all municipalities, Amy was able to present a number of viable candidates for each position - even when a known internal candidate existed. She presented clear, cost-effective plans that were thorough, efficient, and through supplemental materials such as video interviews, provided valuable insight into our candidates.

In addition to her human resources expertise, I appreciated that Amy Cell took the time to capture our council, staff, and community priorities. This understanding of local context has undoubtedly contributed to our successful recruitment efforts.”

Fmr Ann Arbor Mayor Pro Tem Julie Grand

City of Fraser

Engagement: In July of 2020 we were selected by the City of Fraser over 5 other firms to provide an independent HR department to support approximately 70 employees and 100+ retirees. During the following 18 months we filled approximately 20 positions, restructured the leadership team, recruited an interim City

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Manager to address short term issues as well as the permanent City Manager. Additional HR projects included implementation of the BS&A HR module, developed a new handbook, oversaw benefits administration and open enrollment, developing new performance review processes, updating all job descriptions, creating a new compensation structure, and launching an employee newsletter. Additionally, Amy Cell was appointed Acting City Manager at one point during the leadership transitions.

Fraser City Council Meeting, February 10, 2022

“Our vision when we started with Amy Cell hit some major road blocks because some things happened we weren’t anticipating and you tackled those with such grace and such dignity and found us candidates.”

Fraser City Council Member Amy Baranski

“I just want to thank you and tell you what a privilege and honor it has been to work with you. You have impressed me repeatedly.”

Fraser City Council Member Amy Baranski

“Amy, I just want to thank you for everything you have done for us. You accomplished not only what we were looking for, you went beyond that.”

Fraser City Council Member David Winowiecki

“Amy, I also wanted to thank you. I feel you were objective and fair, knowledgeable, great people skills. You were exactly what we needed when you came to help us.”

Fraser City Council Member Kathy Blanke

City of St. Clair Shores

Engagements: We conducted two successful City Manager searches, one in 2019 and most recently in February 2022. A summary of the searches is as follows: the City Manager search in 2019 which resulted in seven candidates presented to Council, four finalists selected for in person interviews. The City Manager search in February 2022 resulted in ten candidates presented to Council and four finalists.

St Clair Shores City Council Meeting, April 4, 2022

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"Amy Cell and her office did a great job at preparing us and giving us the right candidates to select from."

St Clair Shores Council Member Candice Rusie

"It's been a pleasure again to work with Amy Cell's agency."

St Clair Shores Council Member Chris Vitale

Diversity Results

We have a commitment to having diverse applicant pools, and wanted to share our recent results in this area.

We strive to provide a diverse pool of qualified applicants to our clients. Approximately 47% of recent executive public sector placements have been women and 16% have been people of color including the following searches.

City of Ann Arbor Attorney

City of Ann Arbor Chief Financial Officer

City of Ann Arbor Human Resources Director

City of Eastpointe City Manager

City of Fraser City Manager

City of Fraser Finance Director

City of Fraser Asst. City Manager

City of Fraser Asst. Department of Public Works Director

City of Grand Rapids Economic Development Director

City of Madison Heights City Manager

Township of Redford Township Superintendent

References

Please feel free to contact any of the following individuals as references.

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Client	Project Title Search	Contact Person	Telephone / email
City of Ann Arbor	Director of HR City Administrator, City Attorney Searches	Julie Grand, Former City Council Member	(734) 678-7567 juliegrand@gmail.com
City of Fraser	City Manager Search	Kathy Blanke City Council	(586) 293-3100 ext 110 kathyb@micityoffraser.com
City of St. Clair Shores	City Manager Search	Chris Vitale, City Council Member	(586) 801-4732 vitalec@scsmi.net
Scio Township	Township Administrator, Township Manager	Kathy Knol Board Trustee	(734) 369-9400, KKnol@sciotownship.org

B. Recruitment Work Plan

To assist the City of Ypsilanti in finding their new City Manager we will follow our well-honed six step process, as described below. A full description of our approach and detailed timeline is included below. We also provide weekly status reports to the Council.

Step One - Create a Clear Target and Plan

Through a detailed needs assessment, we will learn from you the “must have” and “ideal” experiences and behaviors for the City Manager. We will start by interviewing stakeholders including elected officials and staff members to understand the goals, skills, experiences and behaviors that are critical and “ideal” for the position. We will also identify the key selling points of the position, organization and community, which informs the marketing strategy that we create.

Based on stakeholder data, we will create a rubric and align the selection group on experiences, leadership style, communication skills, etc. We will create a comprehensive position profile. We will research the existing compensation and benefits structure as it compares to the market. During this planning meeting we will present the rubric, profile, draft timeline and compensation data to Council.

Step Two - Market the Posting to the Right People

We use social media and national job boards to promote the opportunity, as well as to promote the amazing aspects of living, working and playing in the City of Ypsilanti region. This results in the largest possible pool of qualified applicants. In addition to our proprietary database of executive and professional talent, we will perform targeted outreach to candidates that might not otherwise apply through LinkedIn and other social media platforms, and engage with ICMA Newsletter/Job Center, Michigan Municipal League (MML), and other municipal websites to create a deep, diverse pool of qualified and interested candidates.

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Step Three - Thoroughly Assess Applicants

We will thoroughly assess the qualifications and suitability of all candidates in an independent and objective manner. We will use a survey, video interview, phone interview, cyber review, reference checks and background checks to thoroughly assess applicants. We will provide access to and summarize this data for review for Council. We will coordinate any additional assessments as directed by the Council.

Step Four - Interviews

We will coordinate an outstanding interview experience for candidates and stakeholders that complies with the Open Meetings Act. Finalists will have a Zoom or on-site interview that can include a wide range of interviews and tours. As directed by Council, we will coordinate schedules, manage candidate communications, and provide on-site logistic support during the on-site interviews. We will thoroughly prepare the City Council for the interviews by providing guidance, support and interview questions customized to the qualities that emerged through the detailed needs assessment.

Step Five - Negotiation

We will assist with the negotiation process with other administrative and legal parties. Our specific role will be directed by the Council.

Step Six - Transition Support

We help candidates successfully transition into their new roles by providing assistance with onboarding and relocation. If desired, we can provide a variety of support to assist with relocation and transition assistance, including housing assistance, partner job search assistance, child and elder care support, and finding local “greeters” to help welcome the new person into the community. We also offer a complimentary 360 degree feedback check-in after six months, and we assist the Council with determining performance expectations.

Proposed Timeline

The following timeline details the process (as described above) with a proposed schedule for deliverables and milestones.

Our proposed timeline is further customizable depending on the needs and goals of the City of Ypsilanti. It is our goal to create and implement a plan that works well to meet the City’s objectives, recognizing that a flexible approach is often needed as plans unfold.

The detailed timeline below demonstrates how a typical search process flows after we are contracted to begin the search.

Activity	Time Frame
Stakeholder interviews - We interview stakeholders including the Council, staff, and key community members to understand the goals, skills, experiences and behaviors that are critical and “ideal” for the position. We also learn about the key benefits of the position, organization and community.	Weeks 1, 2
Selection Criteria Matrix - Based on interview feedback and survey data we create a "talent matrix" of key criteria.	Week 3
Marketing plan - Based on the interview feedback and research, we will create a digital and print marketing package that will be used to market the opportunity.	Week 3
Review salary data - Review existing compensation and benefits structure as it compares to market comparables. Present compensation data to the hiring committee at the first meeting and determine target compensation range.	Week 3
Align - We will meet with the selection team to review the hiring criteria and job posting.	Week 4
Market the opportunity - We use social media and national job boards to promote the opportunity, and to promote the amazing aspects of living, working and playing in the community. This results in the largest possible pool of qualified applicants. In addition to our proprietary database of executive and professional talent, we perform targeted outreach through LinkedIn and other social media platforms, and engage with industry associations, which results in a deep, diverse pool of qualified and interested candidates.	Weeks 4-8
Assess applicants - We use a survey, video interview, phone interview, cyber review, reference checks and background checks to thoroughly review applicants.	Weeks 4-9
Present candidates - We will provide the selection team with a link to the candidate packets and videos. Selection team members will have approximately one week to review information prior to the meeting to determine finalists.	Week 10
Determine finalists - We will review candidates with the selection team and determine interview panelists.	Week 11

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Interviews - We will invite the interviewers, providing them copies of information on the finalist candidates. We also will create sample interview questions and feedback forms.	Week 12
Negotiation & Relocation - We can provide a variety of support regarding contract negotiations, onboarding and developing a 90 day plan. We can provide a six month 360 degree feedback report and coaching session for the new Manager to further enhance development and success.	TBD

Key Personnel

Our Team

For this recruitment, we have selected the following team of highly qualified professionals, all of whom are well-versed and experienced in municipal/public sector and executive recruitment. These three individuals are based out of our Ypsilanti office.

The table below lists the key persons assigned to this project, as well as their anticipated roles. Resumes are included as an attachment.

Proposed Team Includes:

Name	Title	Anticipated Roles
Amy Cell	President and Founder	Role: Lead. Oversees all search aspects included in this proposal.
Barbie Sigers	Talent Acquisition Director	Role: Manages search activities; participates in meetings; completes stakeholder intake interviews; finalizes the position description. Manages consultants and fine details.
Rebecca Roberts	Senior Associate Consultant	Role: Assists in document production, scheduling and outreach. Assists with candidate screening, background and reference checks. Provides on-site interview support.

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Background Checks

We will conduct background checks of shortlisted candidates, using Background Check Central, a highly reputed, Michigan-based firm.

Background Check Central, 42815 Garfield Road, Suite 208, Clinton Township, MI 48038

C. Costs

Search Components	Full	Value	Basic
Number of individual intake interviews	11-30	5-10	0
Develop and launch community survey, analyze results	Yes	No	No
Create inviting job posting	Yes	Yes	Yes
Develop recruitment brochure	Yes	No	No
Promotion via job boards and social media including LinkedIn, Facebook and Twitter	Yes	Yes	Yes
Screening survey	Yes	Yes	Yes
Cyber review, video interview & gather references (A la carte fees: background check \$200 each, reference check \$300 each, video interviews \$600 unlimited)	Yes	Yes	No
Reference checks, phone interview, background checks	Yes	Yes	No
Write press release announcing finalists	Yes	No	No
Host community reception, gather and analyze feedback	Yes	No	No
Coordinate interviews. Provide questions and guidelines	Yes	Yes	No
Compile and summarize interview feedback	Yes	Yes	No

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Support offer negotiation process	Yes	No	No
360 degree feedback for new City Manager	Yes	No	No
Guarantee*	One year	None	None
Consultant mileage travel costs included in the fee.	Yes	No	No
Total Cost	\$18,500	\$8,250	\$4,950

Note: Reception food costs, interview food costs, and candidate travel costs are not included above.

Placement Guarantee Terms

In the event the new employee rescinds their acceptance of the job offer, voluntarily leaves employment within one year of their start date or is fired for cause, we will waive our base recruiting fee and conduct one additional search for the cost of direct marketing, travel and third party fees.

Payment Terms

We will invoice one half of the fee upon contract signing to cover advertising and administrative costs. Another payment of one half of the total fee will be invoiced upon the presentation of a slate of finalist candidates. Net 30 day terms kindly requested.

Note: Reception food costs, interview food costs and candidate travel costs are not included above.

Thank you again for the opportunity to submit this proposal to assist the City of Ypsilanti in its search for a new City Manager.



Amy Cell

President, Amy Cell, LLC

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 Phone: 734-657-0370 E-Mail: Amy@AmyCellTalent.com

City of Ypsilanti, City Manager 2023



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D. Attachments

ATTACHMENT I

Team Resumes

Amy Cell

Barbie Sigers

Rebecca Roberts

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AMY CELL

734-657-0370

Amy@AmyCellTalent.com

SUMMARY

Dynamic leader passionate about talent attraction, retention and development who has used her creativity, team building skills and expertise to create and launch statewide talent programs and support Michigan communities, companies and people.

EXPERIENCE

AMY CELL, LLC, Ypsilanti, MI

President, 3/2015 - Present

Amy Cell Talent is a talent consultancy that provides a variety of talent acquisition, community development and job seeker support programs to clients. We are a team of skilled and dedicated professionals based in Ypsilanti Michigan.

- Provide efficient and effective talent acquisition services to Michigan technology companies - completed over 600 searches that span executive, administrative, and technical opportunities.
- Provide career development services to job seekers and people in career transitions.
- Supported Community Ventures, a program that provides a career pathway out of poverty.
- Launched a talent program for University technology transfer organizations.
- Frequent speaker, advisor, facilitator, panelist and judge. Engagements have included the Brookings Institution and Edward Lowe Foundation.
- Faculty member, Center for Entrepreneurship, U-Michigan College of Engineering.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION, Lansing, MI

Senior Vice-President, Talent Enhancement, 1/2011 - 3/2015

MEDC is the state economic development organization. Joined MEDC with the Gov. Snyder administration to develop a Talent function housed within economic development.

- Led the redesign of the state labor exchange and talent marketing strategy. Website average 80K postings per month and 200K active account holders. Approximately 3 million unique users per year. Social media strategy includes newsletters, Twitter, Facebook and LinkedIn.
- Created and launched Community Ventures in 2012, which has placed 4000 structurally unemployed into living wage jobs with a \$11.20 average wage and 68% one year retention rate.
- Launched the Michigan Advanced Technician Training program, a dual education program based on the German apprenticeship model. Program is viewed as a national model and was featured by the Brookings Institute on a German study tour. Program has been adopted by Illinois, and many other states have requested additional information.
- Designed and directed programs to attract and retain highly educated talent, including LiveWorkDetroit, Dream Job, Pure Michigan Opportunity and a college ambassador program. Results included thousands of IT and Engineering student connections to employers.

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- Participated on a select task force to determine strategy to propel Michigan to a top 10 state in terms of adults with a post-secondary credential or higher.
- Launched the Community College Skilled Trades Equipment Program - a \$50 million bond initiative to provide community colleges with critical training equipment.
- Launched Global Michigan, an initiative to embrace, attract and retain international talent. Built a team from one staff person to 30. Team had one of the highest employee engagement levels in the state government per a survey managed by PricewaterhouseCoopers.
- Accomplished and well-regarded speaker and presenter with approximately 50 engagements as panelist, moderator or key note presenter.

ANN ARBOR SPARK, Ann Arbor, MI

Vice-President, Talent Enhancement & Entrepreneurial Education, 8/2006 - 1/2011

Ann Arbor SPARK is a non-profit regional economic development organization driving local and statewide economic development initiatives. Key responsibilities included the creation and management of all Talent Enhancement programs, directing all Entrepreneur Education programs and overseeing the SPARK East incubator.

- Positioned SPARK to be a “talent hub” for knowledge-based workers seeking dynamic opportunities through events, job posting service and weekly newsletters. Posted approximately 1000 jobs for 400 companies annually, saving thousands of dollars per hire.
- Created programming to support SPARK East, a successful incubator in a challenged area and have had two companies graduate from the program in the first 18 months.
- Developed and launched numerous entrepreneur education programs including the one-day “Starting Your Own Business” program, Michigan Energy Forum, Entrepreneur Education 1.0 and 2.0 series, Expert Resource Board, Power Lunch and SPARK East Speaker Series.
- Co-developed Shifting Gears, a 4-month developmental program to help displaced “large company” managerial talent transition into “new economy” opportunities. Program later was expanded by the Michigan Economic Development Corporation and helped approximately 400 highly educated, accomplished, later-career people transition to new opportunities.

ROSS SCHOOL OF BUSINESS AT U-MICHIGAN, Ann Arbor, MI

Senior Associate Director, Office of Student Life, 9/2004 - 7/2006

- Created and led the Office of Student Life. Developed policies/processes to support students, including leadership programming, diversity, training, recognition, and student relations.
- Championed school-wide leadership development efforts and programs.
- Created culturally sensitive environment through programming and addressing problems.
- Resolved scores of student relations concerns and community issues.

APPLIED BIOSYSTEMS, Foster City, CA

Senior Manager, Human Resources, 11/2003 - 6/2004

- Led the restructuring and reengineering of IT department. Results included more efficient structure, employee development and redeployment of managers to better utilize talent.
- Launched development councils to coordinate succession planning and employee development.

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City of Ypsilanti, City Manager 2023



- Provided organizational effectiveness tools such as leadership development and coaching, training, 360-degree feedback, change management and facilitated new leader assimilations. **HR DRIVERS, Los Altos, CA**

Managing Partner, 9/2002 - 10/2003

- Founded HR Consulting Partnership that provides HR consulting, training and outsourcing services to small businesses that want innovative and strategic HR programs and processes.
- Developed extensive HR audit program to thoroughly review each element of HR, to ensure that all legal issues and best practices are considered.

SRI CONSULTING, Menlo Park, CA

HR Manager, 2001 - 2001

- Reported to CFO of SRI International and directed all HR activities for SRI Consulting that resulted in cost savings, strategic leadership change and benefit and compliance improvements.
- Developed new processes for recruiting, merit planning, orientation, mentoring, leadership development/succession planning, performance management and visa management.

FORD MOTOR COMPANY, Dearborn, MI

HR Roles Including Labor Rep, Associate and Analyst, 1995 - 2001

- Provided counsel to business units in employee relations, performance management, diversity, staffing, compensation, job leveling/ranking, succession planning and work/life issues.
- Analyzed U.S. recruiting process; recommended switching to Resumix with an ROI of 40%.
- Participated on team, which integrated Global affiliate manufacturing operations.

PLANTE & MORAN, CPA's, Ann Arbor, MI

Certified Public Accountant, 1990 - 1993

- Passed CPA exam in first sitting.
- Planned, executed, supervised and managed audit and tax engagements.

EDUCATION

THE UNIVERSITY OF MICHIGAN, Ann Arbor, MI

MBA - Ross School of Business Administration, 1993 - 1995

- with High Distinction (Top 10%)

BBA - Ross School of Business Administration, 1987 - 1991

BOARD MEMBERSHIPS

Board & Community Involvement: Michigan Center for Integrative Research in Critical Care, Career Education Advisory Committee, Desai Accelerator, Washtenaw Community College Foundation, Center for Entrepreneurship (CFE) - U-M College of Engineering, Washtenaw Community College Women's Council, Women's Exchange of Washtenaw, U-M SE Michigan Alumni Association, Washtenaw 2030 Steering Committee

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BARBIE SIGERS

Ann Arbor, MI • 517-230-9911

barbie@amycelltalent.com • [linkedin.com/in/barbie-sigers-916769b](https://www.linkedin.com/in/barbie-sigers-916769b)

SUMMARY Energetic, detail- and results-oriented professional with over twenty years of experience in human resources, pharmaceutical sales and health / fitness training and management.

EXPERIENCE

AMY CELL, LLC Ypsilanti, MI

2021-present

Talent Acquisition Director

- Build client relationships and manage recruitment lifecycle from engagement through closure.
- Recruit for hard to fill, newly created, and specialized positions ranging from entry level personnel to C-suite executives.
- Strategic sourcing, screening, evaluating and presenting of candidates to hiring managers.
- Review job postings to ensure accuracy and completeness. Update job posting language as necessary, to capture the attention of target audiences.
- Design and process job specific questionnaires to understand candidate's work styles, motivation, personality, and other information that cannot be determined from a resume.

Burn Bootcamp, Northville, MI

2020 – 2021

Personal Trainer/Group Fitness Instructor

- Designed and coached over 500 training classes.
- Conducted 1-on-1 coaching sessions with clientele to understand motivators and limitations, improve self-confidence and develop nutrition and training plans.

Red Effect Infrared Fitness, Ann Arbor, MI

2018 – 2020

Lead Trainer

- Developed and coached over 800 high intensity interval training classes.
- Sourced, screened, interviewed and trained new instructors.
- Integral role in the startup of the facility and building client base.

CentraState Fitness & Wellness Center, Freehold, NJ

2014-2018

Personal Trainer / Group Fitness Instructor / Pilates Instructor

- Conducted fitness assessments & goal planning for members.
- Developed & customized 1-on-1 fitness plans for 25 long term clients.
- Lead trainer in medically based programming, sports performance training, weight loss, and improvement of overall physical health.
- Designed & implemented customized individual & group pilates classes.
- Instructed 8 group training classes per week.

Esprit Pharma, Detroit, MI

2006 – 2007

Urology/Gynecology Sales Specialist

- Launched new products to urologists, surgeons, and obstetrician-gynecologists.
- Planned medical education programs to improve sales and build strong rapport with key decision-makers.

Wyeth Pharmaceuticals, Grand Rapids, MI

2001 – 2005

Territory Representative

- District Rep of the Year and Rookie of the Year.
-

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City of Ypsilanti, City Manager 2023



- Territory analysis, business development & project management to increase product sales.
- Marketed products to cardiologists, neurologists, gastroenterologists, diabetic educators, pharmacists, and internal medicine and family practitioners through presentations, in-services, and education events.

Nelson Professional Sales, Lansing, MI

2000 – 2001

Territory Representative

- Developed and executed business and marketing plan for territory to exceed sales goals.
- Marketed cardiovascular products to cardiologists, internists, and family practitioners.

SmithKline Beecham Pharmaceuticals, Lansing, MI

1998-2000

Sales Consultant

- Ranked #1 in district for three consecutive quarters and #7 in the region of over 200 sales consultants for top product, Augmentin.
- Successfully launched a new product, achieving 64% over sales goal.
- Marketed a wide range of physicians in clinics & hospitals; Conducted in-service's & journal club meetings.

Robert Half International, Okemos, MI

1995-1998

Division Director

- Built a Fortune 500 client base and worked with clients to fill critical executive staffing needs.
- Sourced, screened, evaluated & presented applicants to hiring managers.
- Managed and operated a matrix of skilled candidates for future placements.
- Marketed services and candidate pool based on market trends and business needs; B2B relationship/ account management.

EDUCATION

Eastern Michigan University, Ypsilanti, MI

Bachelor of Business Administration in Human Resource Management

Keller Graduate School of Management, DeVry University

Completed coursework toward Master of Human Resource Management (12 credits)

OTHER SKILLS

Microsoft Office (Word, Excel, PowerPoint and Outlook); Google Productivity Tools, JazzHR, Rippling, Zoho, Zoom

215 W. Michigan Ave., Ypsilanti, MI 48197
Phone: 734-657-0370 E-Mail: Amy@AmyCellTalent.com

Rebecca Roberts

Kalamazoo, MI, 49009 • 269-447-8676

rebecca@amycelltalent.com • [linkedin.com/in/rebecca-roberts-0538201a3/](https://www.linkedin.com/in/rebecca-roberts-0538201a3/)

Human Resource Consulting | Recruitment | Training Design | Performance Management | Employee Engagement |
Organizational Development | AR Functions | Inventory Management | Supplier Relations |

WORK EXPERIENCE

AMY CELL, LLC, Ypsilanti, MI

Senior Associate Consultant, 8/2021 - Present

- Restructure performance evaluation forms and process to impact client's non-profit, healthcare organization.
- Develop organizational charts and SOP's for internal usage
- Management of different jobs postings and responsible for posting jobs on multiple platforms in a timely manner
- Produce HR Assessment with recommendations on organizational improvements by analyzing client documents and offer projects to support these recommendations
- Facilitate employee conversations and manage engagement activities to support a series of DEI workshops for 20 employees in a client's organization
- Facilitate full-cycle recruitment services for all level positions in multiple industries

VANDE BUNTE EGGS, Otsego, MI

Business Analyst Internship, 1/2021 - 12/2020

- Conduct supplier analysis to ensure cost effectiveness of production materials
- Manage existing supplier relationships and establish new contacts for cost saving opportunities
- Inventory management, reporting, and purchasing for three facilities
- Establish and maintain spreadsheet and documentation for capital projects and future developments
- CFS inventory management and general IT onsite contact and liaison for third party IT company
- I-9 audit preparation and employee file review

Office Manager, 12/2017 - 5/2021

- General office administration: answering phones, greeting visitors, incoming and outgoing mail administration, updating and creating spreadsheets, scanning invoices, buying equipment
- Supporting HR functions: new hire paperwork and system setup, validation of employee documentation, assist employees with form interpretation, and digitalization of all employee files
- Responsible for AR functions including creating invoices, intracompany transfers, verifying accuracy of orders, and monthly reporting of sales to American Egg Board
- Weekly and monthly reporting of production activity and quality comparison to industry standards and historical data
- Sourced and implemented uniform system for all processing and production employees at two facilities
- Representing the company at food shows in a professional manner
- Miscellaneous duties assigned by management

Accounting Assistant, 11/2016 - 7/2017

- Established system for organization and digitalization of all capital asset files
- Archived accounting records in compliance with retention standards

EDUCATION

GRAND VALLEY STATE UNIVERSITY, Grand Rapids, MI

Bachelors of Arts, Business Administration

215 W. Michigan Ave., Ypsilanti, MI 48197
Phone: 734-657-0370 E-Mail: Amy@AmyCellTalent.com



Resolution No. 2023-173
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following residents be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
James Fink 206 S. Washington Ypsilanti, MI 48197	Civil Service Commission	6/1/2029
Bryan Foley 425 Ainsworth Circle Ypsilanti, MI 48197	Downtown Development Authority	7/1/2027
Gerald Kreiner 117 E Cross Street Ypsilanti, MI 48198	Downtown Development Authority	7/1/2027
Juanita House 1064 Monroe Ypsilanti, MI 48197	Human Relations Commission	7/1/2026
Olivia Hudson 1064 Monroe Ypsilanti, MI 48197	Human Relations Commission (Youth Membership)	7/1/2024

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

#Resolution No. 2023-173

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

#Resolution No. 2023-173

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	James A Fink
Email Address	
Address	206 S. Washington St.
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Number of Years in the Community	67
Ward You Live In	1
Education	BA, EMU; JD, Detroit College of Law
Occupation	Attorney
Employer	Fink & Fink, PLLC
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Fire Civil Service Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I was asked to serve. I have always been involved in public service.

Work/volunteer experience related to the board or commission:

22 years police/corrections work. 25 years as a municipal attorney in private practice. Ypsilanti Charter Commission. Ypsilanti Human Relations Commission.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes

Board and Commission Application for Reappointment

First Name	Bryan
Last Name	Foley
Address	425 Ainsworth Cir
City	Ypsilanti
State	Mi
Zip Code	48197
Phone Number	
Email Address	
Board or Commission of Reappointment	DDA
Number of Terms Served	1
Did you hold a Position of Leadership?	No
Are you reapplying to continue as a youth member?	No
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	I wasn't as successful as I could've been in letting city of ypsilanti residents know that the DDA exists and getting them to come to have their voices heard, it's purpose and what it has to offer business owners in the the downtown are who racially classified other than white.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	Now that I have an understanding of what the DDA's function is and is not I'm better able to carry out those duties.
Number of absences	More than 3
If you had over 3 absences in a calendar year please explain? (this information	I have had more than 3. I became disheartened and angry with the DDA, for sharing publicly information I clearly stated "do not share and for you eyes only" to the past director. That caused

will not be made available
to the public)

a lot of harm to an organization I'm a member of that still
reverberates throughout the county and beyond at present.
Although I knew the information was outdated and incorrect I
was assured it wouldn't be made public. Why'd I share
knowingly it was outdated and incorrect? We were trying to
meet a deadline. I lost confidence and trust in my fellow
members and lost interest in serving. However, I've let that go
and forgave the board collectively (as to date no one has
owned up to it) for leaking that info to the press. I'm beyond
that and ready to serve my community.

Electronic Signature
Agreement

I agree.

Electronic Signature

Bryan R. Foley

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Gerald Kreiner
Email Address	
Address	117 E Cross Street
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	
Number of Years in the Community	9
Ward You Live In	Ward 3
Education	Bachelors of Science in Architecture
Occupation	Self-Employed
Employer	The Mix Fitness Studios
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Ypsilanti Downtown Development Authority

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

We own our house in Depot Town and a business location in both the Depot Town and W Cross Street Districts. I want to help the City thrive in any way I can and would love to be a part of the process.

Work/volunteer experience related to the board or commission:

10 Years of administrative employment at the Taubman College of Architecture and Urban Planning, U of M
DDA Operations and Finance Committee for the last 4 months

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Juanita House
Email Address	
Address	1064 Monroe
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Number of Years in the Community	60
Ward You Live In	1
Education	Associate Human Services,Bachelors Human Service's, Master Social Work,
Occupation	Social Worker
Employer	MDHHS
Are you applying for youth membership?	Yes
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Human Relations Commission

Party Affiliation

Field not completed.

X

Why are you interested in serving on these boards/commissions?

Very interested in being a part of a committee dedicated to the service of the community and city to obtain, creating and sustaining quality of life for all residents

Work/volunteer experience related to the board or commission:

Community Action Board

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Olivia Hudson
Email Address	
Address	1064 Monroe
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Number of Years in the Community	16
Ward You Live In	1
Education	High School 12th grade
Occupation	Service worker
Employer	Field not completed.
Are you applying for youth membership?	Yes
Are you registered to vote in the City of Ypsilanti?	No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Human Relations Commission

Party Affiliation

Field not completed.

X

Why are you interested in serving on these boards/commissions?

I am interested in participating on a board that has a space and voice for youth involvement

Work/volunteer experience related to the board or commission:

N/A

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: September 5, 2023
SUBJECT: N Adams Lot Mill and Overlay

DESCRIPTION:

N Adams Lot Mill and Overlay

SUMMARY:

The Adams Street Parking Lot surface is in generally fair condition. However, due to their recent work, YCUA will be repaving the portion of the lot that was disturbed by their work. They have generously offered us the opportunity to have the remainder of the lot repaired (milled & overlaid, 2") and to split the cost with us. The cost would be approximately \$70,000.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-174
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the City enter into an agreement with YCUA for the repaving of the Adams Street lot, subject to review by 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 5 day of September 2023

#Resolution No. 2023-174

Smith, Aaron

From: Fraser Payne <Fraser.Payne@ohm-advisors.com>
Sent: Monday, August 28, 2023 12:32 PM
To: Scott Westover; Wessler, Bonnie
Cc: Matt Parks; Rachel Jackson; Mitch Belisle; MC Moritz
Subject: RE: Mill and Overlay Estimate for the North Adams Parking Lot

Attention: This email was sent to the City of Ypsilanti from an external source. Please be extra vigilant when opening attachments or clicking links.

Scott and Bonnie,

Following up on this as I believe the City's Board meeting is coming up.

1. The watermain trench will require an additional 96 Ton of asphalt at \$14,880.00 This was not included in the original estimate provided.
2. This estimate used numbers that were provided by DiPonios original estimate for the greater YCUA watermain project. As well as quoted unit prices for the mill.
3. The area to the north east is not to be included as it is a privately owned parking area. This can be a deduction of (\$6,683.60 in paving and \$7840.00 in milling) (\$14,523.60 total) from the original estimate.
4. There are considerable unknowns associated with the estimate, such as paved over manholes and underground unforeseen conditions. I recommend still including contingency of \$14,265.50. At your discretion this can be removed.

Taking into account the additions and subtractions the probable cost is \$157,276.90.

Thank you,

FRASER PAYNE, PE | OHM Advisors® | est.1962
PROJECT ENGINEER
D (734) 466-4502 **C** (810) 322-0524 **O** (734) 522-6711
fraser.payne@ohm-advisors.com | OHM-Advisors.com

From: Scott Westover <SWestover@ycua.org>
Sent: Tuesday, August 1, 2023 4:13 PM
To: Fraser Payne <Fraser.Payne@ohm-advisors.com>; Bonnie Wessler <wesslerb@cityofypsilanti.com>
Cc: Matt Parks <matt.parks@ohm-advisors.com>; Rachel Jackson <Rachel.Jackson@ohm-advisors.com>; Mitch Belisle <Mitch.Belisle@ohm-advisors.com>
Subject: RE: Mill and Overlay Estimate for the North Adams Parking Lot

This Message originated outside your organization.

Questions/comments:

1. The green and blue polygons on the first page of the overlay images appear to not remove the water main trenches from the mill and overlay areas. YCUA is already on the hook for full trench restoration, so let's make sure the mill and overlay quantities account for that.

2. Per discussion with Fraser, it is understood that the unit prices were provided by DiPonio despite the fact that the document has an OHM logo and is titled Opinion of Probable Construction Cost (should probably be named Contractor Proposal or something of that nature).
3. I don't believe a contingency should be included, unless that number was provided by DiPonio with adequate justification.
4. I don't believe the privately-owned parking lot should be included.
5. Assuming the contingency is removed and item 1 reduces the cost of the mill and overlay, I am comfortable recommending to Luke that we split the cost 50/50 with the City as previously discussed.

SCOTT WESTOVER | Director of Engineering
Telephone: (734) 484-4600 ext. 220
swestover@ycua.org

Ypsilanti Community Utilities Authority
2777 State Road | Ypsilanti, Michigan USA 48198-9112
www.ycua.org

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From: Fraser Payne <Fraser.Payne@ohm-advisors.com>
Sent: Saturday, July 29, 2023 11:19 AM
To: Scott Westover <SWestover@ycua.org>; Bonnie Wessler <wesslerb@cityofypsilanti.com>
Cc: Matt Parks <matt.parks@ohm-advisors.com>; Rachel Jackson <Rachel.Jackson@ohm-advisors.com>; Mitch Belisle <Mitch.Belisle@ohm-advisors.com>
Subject: RE: Mill and Overlay Estimate for the North Adams Parking Lot

Scott and Bonnie,

Correction from my previous email, the mill and fill depth on the estimate is 1.5 inch remove and replace.

DiPonio and Cadillac also wanted to state that the existing drainage issues would not necessarily be corrected.

We of course, will do our best to correct some of the issues within our abilities.

Thank you and enjoy your weekend,

FRASER PAYNE, PE | **OHM Advisors®** | est.1962
PROJECT ENGINEER
D (734) 466-4502 C (810) 322-0524 O (734) 522-6711
fraser.payne@ohm-advisors.com | OHM-Advisors.com

From: Fraser Payne
Sent: Friday, July 28, 2023 4:29 PM
To: SWestover@ycua.org; Bonnie Wessler <wesslerb@cityofypsilanti.com>
Cc: Matt Parks <matt.parks@ohm-advisors.com>; Rachel Jackson <Rachel.Jackson@ohm-advisors.com>; Mitch Belisle

<Mitch.Belisle@ohm-advisors.com>

Subject: Mill and Overlay Estimate for the North Adams Parking Lot

Scott and Bonnie,

DiPonio provided a price to mill and overlay the North Adams Parking Lot. See attached sketch. We have put together an estimate sheet with quantities and current bid items for a 2 inch mill and fill. This scope goes above and beyond the damaged caused by the installation of the watermain.

Does it make sense to move forward with this scope?

As always let me know if you have any questions,

FRASER PAYNE, PE
PROJECT ENGINEER

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Resolution No. 2023-175
September 5, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

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
5 day of September 2023

#Resolution No. 2023-175