



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, September 3, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

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

IV. AGENDA APPROVAL

V. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

VII. ORDINANCES FIRST READING

VIII. CONSENT AGENDA

- A. Resolution No. 2024-188 Approving all items on the Consent Agenda.
- B. Resolution No. 2024-189 Approving the minutes of the Council Meeting of August 27, 2024.
- C. Resolution No. 2024-190 Appointing residents Abra Beu and Amanda May Moore to the Parks & Arts Commission.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-191 Approving the Legal Counsel Contract.
- B. Resolution No. 2024-192 Approving a Letter of Agreement with the IAFF, International Association of Fire Fighters, and authorizing the City Manager to sign on behalf of the City.
- C. Resolution No. 2024-193 designating the Youth Arts Alliance project for the property located at 326 E Michigan Ave as meeting the intent of the Community Benefits Ordinance and authorizing that the process be waived.

- D. Resolution No. 2024-194 appointing NON-resident Cornelius Williams to the Police Advisory Commission.
- E. Resolution No. 2024-195 appointing resident Jane Munro to the Human Relations Commission.
- F. Resolution No. 2024-196 appointing resident John Paul Myers to the Human Relations Commission.
- G. Resolution No. 2024-197 appointing resident Bekah Whitehed to the Human Relations Commission.
- H. Resolution No. 2024-198 appointing resident Ravyn Kalfayan to the Human Relations Commission.

X. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission
- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

XI. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

- A. Resolution No. 2024-199, adjourning the City Council Meeting.
- 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.



Resolution No. 2024-188
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items on the consent agenda be approved:

1. Resolution No. 2024-189 approving the minutes of the Council Meeting of August 27, 2024.
2. Resolution No. 2024-190 Appointing residents to certain Boards and Commissions.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-189
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the August 27, 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, August 27, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:02 p.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons, and Council Member Sweet. ABSENT: None

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

Council Member McLean moved to Approve the AGENDA as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

V. PUBLIC COMMENT (3 MINUTES)

8 Members of the public spoke.

VI. PRESENTATIONS

- A. Presentation by Corn Williams with an update on the process of drug testing to reduce over-dose.**

VII. ORDINANCES FIRST READING

VIII. CONSENT AGENDA

- A. Resolution No. 2024-174 Approving all items on the Consent Agenda.**

Council Member Sweet moved to Approve Resolution No. 2024-174 Approving all items on the Consent Agenda. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

- B. Resolution No. 2024-175 approving the minutes of the Council Meeting of July 16, 2024.**

Council Member Sweet moved to Approve Resolution No. 2024-175 approving the minutes of the Council Meeting of July 16, 2024. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

C. Resolution No. 2024-176 Appointing Jeff Cifor to the Police Advisory Commission, with a term ending February 1, 2028.

Council Member Sweet moved to Approve Resolution No. 2024-176 Appointing Jeff Cifor to the Police Advisory Commission, with a term ending February 1, 2028. as presented. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

D. Resolution No. 2024-177 Approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for the Fall 2024 Football season at EMU.

Council Member Sweet moved to Approve Resolution No. 2024-177 Approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for the Fall 2024 Football season at EMU. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

E. Resolution No. 2024-178 designating Bonnie Wessler, Director of Public Works, and Tracey Boudreau, City Clerk, as authorized signers, to sign MDOT contract on behalf of the City.

Council Member Sweet moved to Approve Resolution No. 2024-178 designating Bonnie Wessler, Director of Public Works, and Tracey Boudreau, City Clerk, as authorized signers, to sign MDOT contract on behalf of the City. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

F. Resolution No. 2024-185 adopting Ordinance No. 1436, entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates".

Council Member Sweet moved to Approve Resolution No. 2024-185 adopting Ordinance No. 1436, entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates". Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

G. Resolution No. 2024-186 adopting Ordinance No. 1437, entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates".

Council Member Sweet moved to Approve the Resolution No. 2024-186 adopting Ordinance No. 1437, entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates". Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2024-179 recognizing the Ypsilanti Historical Society as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

Council Member Tooson moved to Approve Resolution No. 2024-179 recognizing the Ypsilanti Historical Society as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

B. Resolution No. 2024-180 approving the proposal from OHM for construction engineering services in the amount of \$38,450.

Council Member McLean moved to Approve Resolution No. 2024-180 approving the proposal from OHM for construction engineering services in the amount of \$38,450. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

C. Resolution No. 2024-181 approving a 5 year lease, with term January 1, 2024 to December 31, 2029, with the Ypsilanti Senior Center, a Michigan non-profit 501c3 corporation for the lease, operation and management of the Ypsilanti Senior Center Facility at 1015 N. Congress, Ypsilanti, MI 48197 and that the Mayor and City Clerk be authorized to sign for and on behalf of the City, subject to the approval of the City Attorney.

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-181 approving a 5-year lease, with term January 1, 2024 to December 31, 2029, with the Ypsilanti Senior Center, a Michigan non-profit 501c3 corporation for the lease, operation and management of the Ypsilanti Senior Center Facility at 1015 N. Congress, Ypsilanti, MI 48197 and that the Mayor and City Clerk be authorized to sign for and on behalf of the City, subject to the approval of the City Attorney. Council Member Sweet seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

D. Resolution 2024-182 approving the agreement between Washtenaw County and the City of Ypsilanti for Sub-award of Federal Financial Assistance and authorizing the Mayor and Clerk to sign the agreement on the City's behalf, subject to review by the City Attorney.

Council Member Simmons moved to Approve Resolution 2024-182 approving the agreement between Washtenaw County and the City of Ypsilanti for Sub-award of Federal Financial Assistance and authorizing the Mayor and Clerk to sign the agreement on the City's behalf, subject to review by the City Attorney. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

E. Resolution 2024-183 approving the request to waive permit fees for the 2024 Parkridge Summer Festival and Joe Dulin Community Day in the amount of \$1535 and police services fees in the amount of \$908.60.

Council Member King moved to Approve Resolution 2024-183 approving the request to waive permit fees for the 2024 Parkridge Summer Festival and Joe Dulin Community Day in the amount of \$1535 and police services fees in the amount of \$908.60. Council Member Simmons seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

F. Resolution No. 2024-184 approving the request to waive permit fees for the Ekklesia Fellowship Ministries Gathering in the amount of \$1,752.40.

Council Member Tooson moved to Approve Resolution No. 2024-184 approving the request to waive permit fees for the Ekklesia Fellowship Ministries Gathering in the amount of \$1,752.40. Council Member King seconded the motion.

Council Member McLean moved to Amend Resolution No. 2024-184 approving the request to waive permit fees for the Ekklesia Fellowship Ministries Gathering in the amount of \$1,752.40 by not including transaction fees in the waived fees. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

Resolution No. 2024-184 approving the request to waive permit fees for the Ekklesia Fellowship Ministries Gathering in the amount of \$1,752.40 failed upon a roll call vote as follows:

Yes: (3) Michelle King, Roland Tooson, and Patrick McLean

No: (3) Evan Sweet, Desirae Simmons, and Steve Wilcoxon

Abstain: (1) Nicole Brown

G. Discussion regarding Process and Procedure related to Boards and Commissions

Council created a subcommittee, with Council Members Sweet, Tooson and Wilcoxon, to discuss the process and procedure for Boards and Commissions.

H. Discussion regarding Short-Term Rentals

X. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported that at last Thursday's meeting, a subcommittee was formed to figure out the logistics for a joint event with HRC.

B. Human Relations Commission

Council Member King discussed the commission's letter of support for Council Resolution No. 2024-150, and noted that Corn Williams came and gave a presentation at their meeting. The HRC is working on the Fair Chance Housing Ordinance and the next meeting is September 16th at 6pm. King also noted that the Commission, by resolution, is requesting Police body camera footage from an incident on August 6th. City Manager Hellenga informed Council that there is an ongoing investigation and no footage will be released at this time. Hellenga also noted that anything of that nature would fall under a FOIA request.

1. Letter of support for Council Resolution 2024-150.

C. Parks and Arts Commission

Council Member Sweet reported that the Commission met last week and has completed a tour of all the parks and is working on updating the improvements for the Master Plan. River Days will be September 29th from 12pm to 3pm and there will be many events, including free canoe rides.

D. Sustainability Commission

Council Member Simmons reported that at the last meeting there were nominations and elections for a new Chair, because Beth Gibbons stepped down, only as Chair, due to her new resilience work with the County. The Commission spent a fair amount of time on the Resilience Network Hub and will be co-hosting a community conversation on Monday, September 16th.

E. Historic District Commission

Council Member McLean reported that at the last meeting the Commission discussed signage issues on West Cross, at 10 N Washington, and for a new ice cream

F. Planning Commission

Council President Pro Tem Wilcoxon reported that the meeting was last week and they held a public hearing for the electronic message board signs; approved a PUD for a readaptive use of a Church, but there are problems with parking and the Commission added stipulations to the approval; a CBO was also discussed, and Josh Burns, Planner, was taking comments.

G. Zoning Board of Appeals

No report.

XI. LIAISON REPORTS

A. SEMCOG Update

No update.

B. Washtenaw Area Transportation Study

Has not met.

C. Urban County

Has not met.

D. Ypsilanti Downtown Development Authority

No report.

E. Friends of Rutherford Pool

Council President Pro Tem Wilcoxon reported that they hosted National Night Out and it was a great success! This is the last week for the pool - it will close for the season on Labor Day.

XII. COUNCIL PROPOSED BUSINESS

Council Member King -

- Heritage Park Neighborhood Association meets the second Saturday of the month at 10am and requests that Chief Moore, or a representative, attend their meetings. Also, on September 14th they will be out pulling weeds in the neighborhood.

Council Member Simmons -

- Residents are concerned about the radioactive waste from the A-bomb coming to Van Buren Township.
- Participated in "Alternative Public Comment", a fun collage event/activity at Riverside Art Center.
- Attended Fresh Start Club House, which provides support for folks with mental health issues and creates a space for people to interact.
- Concerns about rats and putting out poison, but the Administration has indicated that is not happening, and this becomes a bigger conversation about trash and composting.
- Dorsey Estate housing sessions are happening - they are for sale and preference is given to Ypsi residents.

Mayor Pro Tem Wilcoxon -

- College Heights needs new nets for the tennis courts. Wilcoxon took care of the needed weed-wacking.
- Having discussions with Growing Hope and FedUp Ministries surrounding the corridor of Washington Street and there will be follow-up conversations.

Council Member Sweet -

- Thanks to the City Clerk and staff for an accurate and well run Primary Election on August 6th.

Council Member McLean -

- Also thanking City Clerk and staff for a good job on the Primary Election.
- The Senior Center will be holding possible capital improvement discussions and is looking for more public input on the wants and needs of the community.

Council Member Tooson -

- Attended many community events, including Summerfest, and it's wonderful to see the youth come together, have fun, spending time in the community, and just showing love.

XIII. COMMUNICATIONS FROM THE MAYOR

- With this break, had the opportunity to attend many robust community events showcasing Ypsi, our residents, and our community in wonderful ways.
- More thanks to the City Clerk for a well run Primary Election.
- Discussed storm that just occurred, and thanked our first responders - Police, Fire, DPS. It is in moments like this, that we are so thankful for the staff that is out there helping and supporting people.

XIV. COMMUNICATIONS FROM THE CITY MANAGER

- Thanks to Clerk's Department for a good job on the Primary Election.
- Mr. John Barr, City Attorney, will be retiring after 43 years, and we thank him for his many years of service through constant and consistent support of the City.

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

5 Members of the public spoke.

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

A. Resolution No. 2024-187, adjourning the City Council Meeting.

Mayor Brown adjourned the meeting at 10:28 p.m.

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.



Resolution No. 2024-190
September 3, 2024

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>
Abra Beu 1503 W Cross Street Ypsilanti 48197	Parks & Arts Commission	07/01/2027
Amanda May Moore 7 S Summit St, Apt 2 Ypsilanti 48197	Parks & Arts Commission	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6665

Date Submitted: 8/19/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Abra Beu
Sahak Ann Beu

Email Address*

[REDACTED]

Address*

1503 west cross street

City*

Ypsilanti

State*

MI

Zip Code*

48197

Phone Number*

[REDACTED]

Number of Years in the Community*

3

Ward You Live In

2

Education

Masters degree in social work

Occupation

Senior Research Analyst

Employer

Jobs for the FUTURE

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

☐ Yes

☒ No

Are you registered to vote in the City of Ypsilanti?

☒ Yes

☐ No

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

- ☐ Review and Tax Assessment Board
- ☐ Board of Ethics
- ☐ Fire Civil Service Commission
- ☐ YCUA
- ☐ Ypsilanti Downtown Development Authority
- ☐ Economic Development Corporation/Brownfield Redevelopment Authority
- ☐ Historic District Commission

- ☐ Ypsilanti Housing Commission
- ☐ Human Relations Commission
- ☐ Planning Commission
- ☐ Non-motorized Advisory Committee
- ☐ Zoning Board of Appeals
- ☐ Dangerous Buildings Officer

- ☒ Arts and Parks Commission
- ☐ Ann Arbor Area Transit Authority
- ☐ Police and Fire Pension Board
- ☐ Huron River Watershed Council
- ☐ Sustainability Commission
- ☐ Police Advisory Commission

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

As an active member in the Ypsilanti community, I have a deep appreciation for the creativity and engagement of its citizens. The ways in which individuals can get involved through the arts is unmatched for a city of its size. The fact that so many individuals in the city want to get involved and can use the arts to do is a real asset to the community. Being on the arts and parks commission would allow me to help bridge the world between the arts scene and the city to make these opportunities even more connected and available to the people of Ypsilanti. I would be humbled to be able to serve the city that has helped me explore so many parts of my creative self. I am particularly interested in building more inter-generational experiences and physical spaces that center the arts.

Work/volunteer experience related to the board or commission:

- Currently organize large conferences as a member of the Michigan Association for Evaluation.
- Organizer for the large yearly grassroots Totally Awesome Fest in Ypsilanti.
- Played music for many years with different bands.
- Studied visual arts in undergrad and sold work professionally.
- An avid gardener and parks enjoyer, amateur insect photographer

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 - Submission #6631

Date Submitted: 7/26/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Amanda May Moore

Email Address*

Address*

7 S Summit St, Apt 2

*Not Registered at this
- Ypsi Twp address.*

City*

Ypsilanti

State*

Mi

Zip Code*

48197

Phone Number*

Number of Years in the Community*

4

Ward You Live In

Education

BA in Spanish Language and Literature, Post-Baccalaureate Degree in Spanish Education

Occupation

Co-owner of a gallery-studio, Artist

Employer

Self

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

- ☐ Yes
☒ No

Are you registered to vote in the City of Ypsilanti?

- ☐ Yes
☒ No

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

- | | | |
|--|---|---|
| ☐ Review and Tax Assessment Board | ☐ Ypsilanti Housing Commission | ☒ Arts and Parks Commission |
| ☐ Board of Ethics | ☐ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☐ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

I would like to help organize more public art opportunities for our city.

Work/volunteer experience related to the board or commission:

I have done murals for the Ann Arbor community and would like to work on creating opportunities for more work of that nature. I have led community murals in the past when I worked as an AmeriCorps Member in Florida.

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: Ypsilanti City Council

From: Andrew Hellenga, City Manager

Re: City Attorney Contract

SUMMARY-BACKGROUND

Seven bids for Legal Services were submitted by the deadline. Three bids stood out in terms of price and quality; Conti Legal, Meroueh & Hallman, and Conlin, McKenney, and Philbrick. Staff reviewed these three bids with concentration on zoning knowledge, prosecutorial experience, labor experience, city ordinance experience, responsiveness, location, and price.

Firm	Cost	Attorneys included in bid
Conti Legal	\$250,000	3 attorneys/1 support staff
Meroueh & Hallman	\$306,000	2 attorneys/no mention of support staff
Conlin, McKenney, and Philbrick	\$300,000	6 attorneys/3 support staff and/2 paralegals

Based on this evaluation, staff recommends the approval of Conlin, McKenney, and Philbrick. This firm has extensive knowledge in all categories examined. Of the firm's twenty-six attorneys, six would be assigned to Ypsilanti, along with three support staff and two paralegals. Additionally, if selected, this firm would be able to draw on the historical knowledge of our current attorney. The comprehensive team they bring will ensure well-rounded legal representation for the city in the future. While Contilegal submitted the least expensive bid, staff believes that having a more robust team will better position the city to advance our objectives in the long term.

RECOMMENDED ACTION: Review and adoption of Resolution

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



RESOLUTION NO. 2024-191
September 3, 2024

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that upon the recommendation of Andrew Hellenga, Ypsilanti City Manager, as provided in Section 4.07 of the Ypsilanti City Charter, the contract for legal services with Conlin, McKenny, and Philbrick, P.C. and of Randolph T Barker as City Attorney, and Allen J. Philbrick, W. Daniel Troyka, Stephen K. Postema, Marjorie M Dixon, and John M. Barr as Assistant City Attorneys, and Randolph T Barker as FOIA Coordinator and Jennifer Healy as Deputy FOIA Coordinator is hereby confirmed and ratified.

Be it Further Resolved that upon approval direct City Attorney John Barr to draft a contract for Conlin, McKenny, and Philbrick P.C. per bid amount, and authorize the Mayor and City Clerk are to sign the contract for and on behalf of the City of Ypsilanti.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION

To: Ypsilanti City Council

From: Andrew Hellenga, City Manager

Re: City Attorney Contract

SUMMARY-BACKGROUND

Seven bids for Legal Services were submitted by the deadline. Three bids stood out in terms of price and quality; Conti Legal, Meroueh & Hallman, and Conlin, McKenney, and Philbrick. Staff reviewed these three bids with concentration on zoning knowledge, prosecutorial experience, labor experience, city ordinance experience, responsiveness, location, and price.

Firm	Cost	Attorneys included in bid
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RECOMMENDED ACTION: Review and adoption of Resolution

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

PROPOSAL FOR PROFESSIONAL ATTORNEY SERVICES

Submitted by:

Attorney Guy T. Conti
ContiLegal
12 W. Michigan Avenue
Ypsilanti, MI 48197

Mailing address only:

28475 Greenfield Rd., Ste 113 #7372
Southfield, MI 48076

(888) 489-3232
(734) 418-1465 (fax)
gconti@contilegal.com

EXECUTIVE SUMMARY

Guy T. Conti, licensed to practice law in the State of Michigan since November 16, 2005, proposes to serve as City Attorney in response to the Request for Proposal issued on July 22, 2024 by the Ypsilanti City Manager.

Mr. Conti has previously represented the City of Ypsilanti from November 2005 through January 2008 and is familiar with its Charter and its Ordinances. As Counsel for the City of Ypsilanti, he won summary judgment in the Stop the City Income Tax case in 2007 and represented the City in the Parkview Apartments bankruptcy case. He has also served as Assistant City Attorney for the City of Belleville, Assistant Township Attorney for the Charter Township of Lodi (for which he successfully litigated in U.S. District Court) and Counsel to the Milan and Saline Area Fire Departments. Mr. Conti currently represents Leoni Township as their Township Attorney and is a member of the Michigan Township Association.

Mr. Conti, while primarily practicing bankruptcy law since establishing his firm on February 8, 2008, has experience in a wide breadth of law. Municipal law was once explained to Mr. Conti as “an inch deep and a mile wide.” So, too, is bankruptcy law. Some of the areas of law that Mr. Conti has had the opportunity to practice in are: municipal, property, civil rights, RICO, liens and secured

interests, employment, labor, probate, unemployment compensation, criminal defense and prosecution, contract, landlord/tenant and mental health.

Mr. Conti is rated a 10.0 (Superb) by Avvo.com and is a 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 Super Lawyer honoree. Mr. Conti was honored by the Washtenaw County Bar Association with their 2017 Pro Bono and Public Service Award. He has also been recognized by the United States Bankruptcy Court for the Eastern District of Michigan with their Pro Bono Award.

Mr. Conti is currently completing a four year term as a Commissioner of Parks and Recreation for Superior Charter Township. He is a two time recipient of the United States Presidential Service Award (Silver & Gold).

SUMMARY (OF INFORMATION REQUESTED IN RFP)

1. ContiLegal, 12 West Michigan Avenue, Ypsilanti, MI 48197. (888) 489-3232 voice, (734) 418-1465 fax, email is gconti@contilegal.com. The firm would move into this location upon the awarding of the legal services contract.
2. The primary attorney and contact is Guy T. Conti, gconti@contilegal.com, (888) 489-3232. Mr. Conti will provide his confidential cell number to City personnel outside of documents subject to the Freedom of Information Act.
3. The firm has been in practice since February 6, 2008. That is sixteen years and six months.

4. The firm was founded on February 6, 2008 as a solo practice firm. From the start, bankruptcy was a specialty. This afforded the firm the opportunity to litigate well over 500 cases in the last sixteen years in all types of courts: federal district, federal bankruptcy, federal circuit, United States Supreme Court, state probate, state circuit, state district, tax tribunal and the state Court of Appeals. The firm has enjoyed a sterling reputation over those years, achieving a 10.0 (Superb) rating with Avvo.com. At times, the firm has had interns and associate attorneys but Mr. Conti, the founding attorney, has been the main presence.
5. Mr. Conti currently represents Leoni Township of Jackson County. Since municipal law is very broad, all continuing legal education is relevant. Mr. Conti's CLE is attached.
6. Mr. Conti currently represents Leoni Township of Jackson County.
7. Mr. Conti personally, but not the firm, has previously represented: the City of Ypsilanti, the City of Belleville, Lodi Charter Township, Milan Area Fire Department and the Saline Area Fire Department. Mr. Conti has successfully litigated against the Dexter Area Fire Department.
8. Mr. Conti has litigated labor and employment law, winning settlements in both areas. He previously interned with the United States Equal

Employment Opportunity Commission. He is currently representing parties in two Fair Labor Standards Act cases.

9. Both Mr. Conti and Mr. Hamden have extensive experience in real estate law. Both have practiced bankruptcy law which often implicates real estate issues. Mr. Conti was previously a licensed real estate agent in the state of New York.
 10. All three attorneys have extensive court/litigation experience as well as arbitration experience. Mr. Conti is comfortable litigating in all forums and has done so including the United States Supreme Court.
 11. The firm has a right to rent an office at 12 W. Michigan Avenue, Ypsilanti, MI 48197, just yards from City Hall. The travel time is 2-3 minutes, walking. It maintains a satellite office at 2280 E. Michigan Ave., Ypsilanti, MI 48198, a five minute drive, and a lockbox mailing address at 28475 Greenfield Rd., Ste 113 #7372, Southfield, MI 48076. The office at 12 W. Michigan Avenue has not yet been laid out but there should be one main office, one main reception area, divided work areas, and a conference room. The office at 2280 E. Michigan Ave. has a 20 x 20 office that can serve as a conference room.
- The firm has advanced computer, networking, teleconferencing, email, database and scanning capability. The firm has access to all major software

including office suites (Microsoft, LibreOffice, FreeOffice), PDF editors, email clients, and secure (encrypted) web data storage. Mr. Conti has a degree and professional experience in Computer Science.

12. The firm is composed of Attorney Guy T. Conti. Dominic Hamden, Esq. (20 years of practice), and Marsha Kraycir, Esq. (17 years of practice) are of counsel to the firm. The firm will have a full time legal assistant dedicated to serving only municipal clients. It is anticipated that Mr. Conti will serve as City Attorney and General Counsel including being FOIA Coordinator. Mr. Hamden, the former Mayor of Milan, will serve as Deputy City Attorney and Chief Civil Litigator and Ms. Kraycir, who has litigated criminal matters from misdemeanors to open murder, will serve as Assistant City Attorney and Prosecutor. All three attorneys have the ability to cover for any of the other attorneys. The legal assistant will serve as Deputy FOIA Coordinator.
13. The firm and Mr. Conti, individually, bring an excellent work ethic, a great reputation and a deep knowledge of the City of Ypsilanti and its institutions to the table. Mr. Conti's 2+ years of representing the City created with him a deep love and passion for the City. His representation of former Mayor Lois Richardson (mayoral succession) and the Committee for Better Government (attempted purchase of 599 S. Mansfield) resulted in the current City Attorney changing his legal recommendations to the City Council. This

representation, which is now terminated, displayed Mr. Conti's knowledge of the City Charter, state law and his ability to resolve situations without litigation.

14. Resumes of all attorneys are attached.

15. The firm maintains premium malpractice insurance. The declarations are attached. Of counsel attorneys also maintain malpractice insurance the declarations of which are attached.

16. No firm attorney or of counsel attorney has ever been disciplined. In fact, Mr. Conti serves as a panelist on the Attorney Discipline Board.

17. Mr. Conti currently represents Budget/Wall Street Towing. Budget/Wall Street has a towing contract with the City. Mr. Conti and Budget/Wall Street would terminate the lawyer-client relationship if Mr. Conti becomes City Attorney. All three attorneys have represented clients in civil infractions and/or misdemeanors charged by the City. None of the attorneys have relatives working for the City and the firm will inquire when hiring the legal assistant. Again, Mr. Conti was an attorney for the City of Ypsilanti from Nov. 16, 2005 through early February 2008. No firm personnel have any current relationship to the City. After Mr. Conti ceases representation of Budget/Wall Street Towing no firm personnel will have any adverse

interests to the City (though the relationship between the City and Budget/Wall Street is not at all adversarial).

18. References:

A. Howard Linnabary, Supervisor, Leoni Township, c/o Leoni Township, 913 Fifth Street, Michigan Center, MI 49254, hlinnabary@leonitownship.com, 517-745-4500.

B. Hon. David Rutledge, former State Representative, 7837 Chloe Ct., Belleville, MI 48111, rutledge@emeritus.wccnet.edu, 734-646-5954.

C. Alyshia Dyer, presumptive Washtenaw County Sheriff-Elect, 734-395-4581.

19. Executive Summary (included on first page)

20. Letter of transmittal enclosed.

21. The bid includes the expense of the legal assistant. The current contract between the City and Barr, Anhut & Associates, P.C. provides for the Barr Firm to charge the City between \$40.00 and \$90.00 per hour for litigation matters. Our Firm will not charge the City for same. Concerning malpractice insurance: Mr. Conti's malpractice insurance will cover Mr. Hamden and Ms. Kraycir, of counsel.

22. The firm bids as follows:

a. Annual Retainer Amount: \$250,000.00 (adjusts yearly on Feb. 15 starting in 2026 to reflect the cost of living allowance awarded by Social Security to

retirees for the calendar year) billed and paid monthly with an three month advance payment upon entry into a contract.

b. Litigation Hourly Rate: \$149.00 for term of contract, billed and paid monthly.

c. Additional charges to the City: actual postage, mileage at IRS-approved rates, shipping, court costs, deposition and other discovery expenses.

D. Term of contract: three years with two individual renewable years (automatic unless canceled with notice). Termination for cause on 30 day notice. Termination without cause on 6 month notice.

I certify that the information contained in this proposal is true to the best of my knowledge, information and belief and hereby submit this proposal.

August 21, 2024

ContiLegal

By: Guy T. Conti, its Managing Member

GUY THOMAS CONTI

2280 E. Michigan Avenue, Ypsilanti, MI 48198 * 888-489-3232 * gconti@contilegal.com

LEGAL EMPLOYMENT

Managing Attorney, ContiLegal, Ann Arbor, MI, 02/15/2008 - present

- Representation in over 600 bankruptcies and/or adversary proceedings (Chapters 7, 11 and 13)
- Township Attorney for Leoni Township, MI
 - All aspects of municipal law
 - Water and Sewer and Wastewater Treatment utility and contracts
- Corporate counsel for multiple business clients
- Serves as fiduciary Guardian and Conservator for wards appointed by the Probate Court
- General Counsel for multi-state entity and other corporate entities. Duties include direct advice, document drafting, litigation, and acquiring and managing outside counsel
- Represents clients on Guardianship, Conservatorship and Mental Health Dockets
- Conducts property tax appeals in the Michigan Tax Tribunal
- Litigation in the Michigan district, circuit and probate courts as well as Federal courts (bankruptcy, civil RICO, FDCPA, other areas), including jury trials at both levels.
- Won several cases on Summary Judgment
- Built a successful practice from the ground up
- Participates in regular continuing legal education in several fields of law

Attorney, Barr, Anhut & Associates, P.C., Ypsilanti, MI, 11/16/2005 - 2/15/2008 (40+ hours per week)

- Assistant City/Township Attorney, City of Belleville & Township of Lodi and Attorney Of Counsel, City of Ypsilanti (Belleville contract ended March of 2006)
 - Trial prosecution of city ordinances
 - Advising governmental entities on Open Meetings Act, Freedom of Information Act, Home Rule Cities Act, taxation, governmental immunity, zoning, regulatory takings and free exercise of religion
 - Contract negotiation and litigation
 - Ordinance drafting
- Won the Stop the City Income Tax v City of Ypsilanti suit on Summary Judgment
- All aspects of discovery
- Motion drafting and practice
- Civil trial litigation
- Estate planning, including document drafting
- Federal litigation, including building, blight and housing maintenance law:
 - Kircher v. City of Ypsilanti, et al., 05-73425.
 - Lodi Township v. Robert Lindow, 06-13662

Law Clerk, Barr, Anhut & Associates, P.C., Ypsilanti, MI, 8/2005 - 12/7/2005 (20 hours per week)

- Researched and prepared memos in several areas of law
- Reviewed documents
- Drafted ordinances
- Developed trial strategy
- Participated on the Legal Committee of the Joint Management Committee of the Downriver Water Treatment Facility

Student Staff Attorney, William Booth Legal Aid Clinic, Detroit, MI, 6/2004 - 8/2004 (12 hours per week)

- Managed family law, contract, property, tort, civil infraction, and misdemeanor criminal cases for clients who met the national poverty guidelines
- Interviewed clients and assessed legal issues
- Prepared pleadings and motions

Legal Intern, Equal Employment Opportunity Commission, Detroit, MI, 6/2004 - 8/2004 (20 hours per week)

- Enforced Title VII, ADA, EPA and ADEA claims
- Evaluated charges and position statements for litigation-worthy determination
- Researched cutting-edge legal issues and generated corresponding memoranda
- Reviewed enforcement division investigations
- Reviewed and amended conciliation agreements
- Drafted legal briefs

TEACHING

- Concordia University, Ann Arbor, Instructor (2008 – 2010)
 - Graduate Classes: Change Management, Information Systems
 - Undergraduate Class: Business Law
- Guest lecturer, University of Michigan (Dearborn) on Access to Justice (2020)
- High School Mathematics Teacher, South Shore High School, Brooklyn, NY (1988)

OTHER EMPLOYMENT

- From 1986 – 2000: Operations and Technology Manager with large New York City limousine companies. Managed large call centers and associated technology. Included hiring, firing and training employees.
- From 2000 -2002: Senior Operations Manager at New Jersey based national collection agency. Managed all employees and associated technology. Sourced and managed relationships with vendors.
- Developed, programmed and sold custom database-oriented accounting systems for the New York City Taxi and Limousine Industry (1985 - 1990s).

BAR ADMISSIONS

Bar of the State of Michigan, November 16, 2005

Bar of the State of New Jersey, December 5, 2005

United States Supreme Court

Eastern District of Michigan

Western District of Michigan

District of New Jersey

Northern District of Illinois

United States Court of Appeals for the Sixth Circuit

United States Tax Court

EDUCATION

Juris Doctor, magna cum laude

Ave Maria School of Law, Ann Arbor, MI, May 2005

- 3.63/4.00 G.P.A. (Ranked 8th of 68)
- Moot Court Board (2003 – 2005), Trial Division Chair (2003 – 2004 & 2004 – 2005)
- Dean's Honor Roll
- Full Tuition Academic Scholarship (2002 - 2005)
- Italian-American Bar Association of Michigan Scholarship (2004)
- Ranked 8th of 66 in Oral Advocacy, Gabrielli National Family Law Appellate Competition (2005)

Graduate Certificate in Human Resources with emphasis in Organizational Development
Eastern Michigan University, May 2012

Bachelor of Science, Computer Science
Pace University, New York, NY, 1988

LAW-RELATED AFFILIATIONS

- Washtenaw County Bar Association
- Delta Theta Phi National Legal Fraternity
- Consumer Bankruptcy Association
- American Inns of Court

QUASI-JUDICIAL

- Panel Member, Michigan Attorney Discipline Board (2015 – present)

CHARITABLE AFFILIATIONS

- Treasurer, Mensa Education and Research Foundation (2016 – 2018)
- Treasurer and Director, Arbor Opera Theater (2017 – present)
- Member, National Alliance on Mental Illness

PUBLICATIONS

The Chapter 13 Plan - Roadmap to Discharge, 40(1) Res Ipsa Loquitor 22 (2010).

AWARDS

- 2018 United States Presidential Volunteer Service Award (Gold)
- 2017 United States Presidential Volunteer Service Award (Silver)
- 2017 Washtenaw County Bar Association Pro Bono/Public Service Award
- Eastern District of Michigan Pro Bono Award – 2012, 2015, 2016.
- Eagle Scout, Boy Scouts of America
- 2017, 2018, 2019, 2020 Super Lawyers
- 2012 DBusiness Magazine Top Lawyer
- 2013, 2014, 2015 Super Lawyers Rising Star

APPOINTMENTS

- Appointed Coordinator of the Elder Law in Bankruptcy Panel, 2017 Hon. Steven W. Rhodes Detroit Consumer Bankruptcy Conference
- Washtenaw County Bar Association, Judiciary Committee Co-Chair (2014)

Dominic N. Hamden
18 West Main St, Milan, Michigan 48160
(734) 439-8884 (office) – (734) 709-9823 (cell)
dominic@hamdenlaw.com

Education

Thomas M. Cooley Law School (Western, Michigan) (2004) – Juris Doctor
Managing Editor of Law Review (4 semesters)

University of Michigan (2001) – Bachelor of Arts in Political Science

Elected Positions

Mayor of Milan, Michigan – January 2018 – December 2021 (2 terms)

Councilmember of Milan, Michigan – January 2010 to December 2017 (2 terms)

Professional Employment

2007 to Current – Law Office of Dominic N. Hamden, PLLC – Attorney and Owner

My current office works in commercial law, civil litigation, landlord/tenant, domestic relations, estate planning/administration, and business structuring/transactions. Responsible for all operations of the office, including client intake, all discovery matters, court hearings, trial work, and appellate work.

2005 to 2007 – Reed Law Group, PC – Associate Attorney

The firm worked primarily in the area of domestic relations. Responsible for representation of clients at all areas of litigation, including client intake, discovery matters, court hearings, trial work, and appellate work.

2004 to 2005 – Kitch Drutchas Wagner, Valittuti & Sherbrook – Associate Attorney

Worked in medical malpractice defense. Primarily responsible for the discovery phase of litigation, including gathering records information, and conducting depositions.

Court Admissions

Admitted in the following courts: All Michigan State Courts; Eastern District of Michigan; Eastern District of Michigan Bankruptcy Court; 6th Circuit Court of Appeals; United States Supreme Court.

Professional Service and Boards

2016 to 2017 – Milan Planning Commission

The Milan Planning Commission oversees the applications of potential business including requests for variances with local ordinances.

2017 – Brownfield Redevelopment Authority

Reviewed and oversaw approval of local Brownfield Plans for the purpose of revitalizing and redeveloping contaminated or blighted property.

2016 to 2021 – Milan Area Fire Board – Member and Director

The Milan Area Fire Board is responsible for the general operations of the Fire Department for the City of Milan and surrounding townships. I served as an alternate member for two years, before serving as a full member, beginning in 2018. I oversaw the general overall operation of the fireboard including the management of the budget, the functioning of the department, and the retention of its employees.

2018 to 2021 – Milan Main Street Committee – Member

The Milan Main Street Committee is responsible for the development and improvement of the City of Milan's downtown. I, along with the members, oversee the overall operation of the program, including its budget and programming.

2018 to 2021 – Washtenaw Area Transit Study – Member

Responsible for transportation planning in Washtenaw County. The agency is mandated by Federal law to provide a continuing, cooperative and comprehensive transportation planning process, which guides the expenditure of state and federal transportation funds in Washtenaw County.

Community Service and Boards

2011 to 2017 – Milan Seniors for Healthy Living – Board of Directors

This organization is responsible for the ongoing health and wellbeing of the senior community in the City of Milan and surrounding area. With the remaining board of directors and the assistance of the administrator, I oversaw the general overall operations of this non-profit organization, including its financing and program development.

2021 to current – Aid in Milan – Board of Directors

This organization is primarily responsible for providing direct aid, including food and monetary assistance, to residents in the Milan community. With the remaining board of

directors and the administrator, I oversee the general overall operations of this non-profit organization, including its financing and program development.

MARSHA KRAYCIR
1039 Juneau Rd.
Ypsilanti, MI 48197
(734) 645-7595
lpgakid@comcast.net

PROFESSIONAL EXPERIENCE

Law Office of Marsha Kraycir

2007 – Present

Attorney

I provide a high level of professional representation for numerous clients involved in criminal, family law, general civil, landlord tenant, debt collection, probate, friend of the court, and juvenile cases.

- Conduct interviews of clients and witnesses to determine legal issue and implement appropriate legal
- Conducted misdemeanor and felony cases.
- Conducted misdemeanor trials and felony trial
- Represent clients in divorce actions, evidentiary hearings, FOC hearings, draft Consent Judgments of Divorce, and draft QDROs.
- Represented clients at Conservatorship and Guardianship proceedings.
- Cases of interests that I was the trial attorney
 - People v Marlon Talley – 19-113-FC – Charged with Open Murder resolved with plea.
 - People v Aviva Woodward – 2021-214-0252-SM – Charged with domestic violence and returned a not guilty verdict.
 - People v Corey Brown – 23-192-FC – Charged with Open Murder resolved with plea.
 - I have attached a print out of the cases that I was the attorney of record outside of Huron River Legal.

Huron River Legal, PLLC

2013 to 2018

The firm provides a high level of professional representation for a very high case load of indigent felony defendants, misdemeanor defendant, parents and children involved in NA and DL cases.

Trial Attorney

- Responsible for felony docket, and recently switched to the NA and DL docket for a case load of approximately 100 to 200 cases.
- Responsible for all research, motion, witness list, exhibit list, and brief writing for my case load.
- Responsible for client interviews and communication for my case load.
- Responsible for reviewing PSIRs for my case load.
- Cases that I was the trial attorney.
 - People v Johnson – 08-1534-FC - CSC I, Unlawful Imprisonment, Assault w/intent Great Bodily Harm.
 - People v. Bradburn – 14-207-FC – CSC I
 - People v. Duff – 14-565-FC – Open Murder
 - People v. Gabut – 14-27-FC – CSC I, CSC II
 - People v. Domanski – 13-1225-FC – CSC I, CSC II
 - People v. Nicholson - 15-716-FC – Armed Robbery

- People v. Richards – 15F2-1718-FY – CSC I - Dismissed at preliminary examination.
- People v. Griffin-Watkins 15FB -7006-FY – Open Murder – Dismissed at preliminary examination.

Washtenaw County Office of Public Defender - Ann Arbor, MI

2005 – 2006

Intern

I was responsible for representing clients on the record under Michigan Court Rule 8.120 in felony, misdemeanor and juvenile proceedings.

- Conducted interviews of clients and witnesses to determine legal issues and legal standing.
- Performed necessary research, writing of motions, writing of petitions, and briefs.
- Prepared for trial and discussed legal strategy with the supervising attorney.
- Handled on the record preliminary examinations, sentencing and waivers up to circuit court.

Domino's Pizza LLC – Ann Arbor, MI

1998 - 2005

Credit Manager

I managed the program leading to the reduction of bad debt expense over a sixteen month period from 1.4 million dollars down to 300,000 dollars by improving the efficiency of collection activity and devising a regional collection rating system throughout the United States.

- Managed the collection of \$950 million dollars in trade receivables by supervising a collection team that was responsible for making collection calls, identifying and monitoring problem accounts, and resolving disputes with the franchises.
- Implemented financial reporting standard for all collection activities. Provided financial updates to corporate executives relative to problem franchise accounts, total amount of past dues, and successful resolution of problem accounts.
- Devised and coordinated the legal process to pursue legal judgments upon franchises past due balances.

Crain Communications, Inc. – Detroit, MI

1990 - 1998

Collections Representative/Credit Analyst

Reduced the risk of bad debt by carefully monitoring high volume accounts, ensuring customers did not go over their credit limit, and closely working with the trade publication teams to resolve problem accounts.

- Handled the collections of past due accounts for six publications.
- Worked closely with the trade publication to resolve high profile problem accounts.
- Assisted the Credit Manager in establishing credit limits for new and existing customers.
- Resolved customer disputes pertaining to their invoice for advertising space.
- Provided financial analysis relating to past due balances as required.

EDUCATION

Thomas M. Cooley Law School – Lansing, MI

- Juris Doctor - National Moot Court Team

2006

Eastern Michigan University - Ypsilanti, MI

- Bachelor of Business Administration

1990

AFFILIATIONS

- State Bar of Michigan
- Washtenaw County Bar Association
- Co-Chair – Washtenaw County Bar Association – Criminal Section
- Chair – Zoning Board of Appeals – Charter Township of Ypsilanti

2007 to Present

2007 to Present

09/2023 to Present

2019 to present

REFERENCES

Walter White – (734) 417-6111

Robert Killewald – (734) 417-5714

Michael Legris – (734) 383-6274



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2024

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 First Indemnity Insurance Agency, Inc. One Beacon Street Suite 02300 Boston, MA 02108	CONTACT NAME: John Randolph	
	PHONE (A/C, No, Ext): 781-581-2500	FAX (A/C, No, Ext): 781-595-2293
	E-MAIL ADDRESS: jrandolph@firstindemnity.net	
	INSURERS AFFORDING COVERAGE	
INSURED Conti Legal 8372 Barrington Drive Ypsilanti, MI 48198	INSURER A: Lyndon Southern Insurance Compan	NAIC # 10051
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

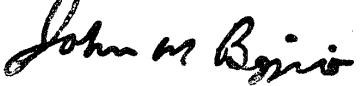
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Lawyers Professional			FPL101002548-02	02/15/24	02/15/25	Each Claim: \$ 1,000,000 General Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)
Claims Made Coverage. Retroactive Date: 02/15/2008. Deductible is \$2,500

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND TO THE INSURER, ITS AGENTS OR REPRESENTATIVES
	AUTHORIZED REPRESENTATIVE 

Guy T Conti, Continuing Legal Education

SSDI Cases Lawline 2012

FDCPA Lawline 2012

2012 ABI Conference

ICLE 2013

2013 ABI Conference

Bankruptcy Ethics Lawline

NO CLE in 2014

2017 and 2018

Rhodes 2017 Conference

Aggressive and Ethical Representation for a Federal Social Security Disability Case

WHY HER & NOT ME?": HOW YOU CAN BE THE ATTORNEY REPORTERS CALL WITHOUT LOSING YOUR LICENSE

Basic Ethics for Lawyers - Lawline

A Guide to Spherding Healthcare Providers Through Bankruptcy Proceedings

Chapter 11 Hot Topics: Ethics

Federal Indian Law: A Primer

RICO Lawsuits and Banking Issues in the Cannabis Industry

THE EVOLVING JURISDICTIONAL LANDSCAPE FOR FINANCIAL INSTITUTIONS

TRENDS IN MORTGAGE LENDING & MORTGAGE FORECLOSURE LITIGATION

The Fair Housing Act - A Primer on Analyzing and Avoiding Discrimination Claims

FIGHTING A NEW YORK CITY TRAFFIC TICKET

AMERICAN LEGION V. AMERICAN HUMANIST ASSOCIATION

2017 and 2018 Total

2019 and 2020

Second Amendment Legal Issues After Heller

Ethics for Banking & Financial Services Lawyers

CYBER THREATS TO BANKS AND FINANCIAL INSTITUTIONS

TRENDS & PREDICTIONS FOR THE CONSUMER FINANCIAL PROTECTION BUREAU 2019 - 2020

The New DFS Cybersecurity Regulation: What Every Attorney Should Know

Ethical Rules and Pitfalls: What Every Bankruptcy Professional Needs to Know

Hot Topics in Banking and Lending Litigation

An Overview of the National Firearms Act (the NFA)

When Mom and Dad Are Paying the Bills: The Ethics of Payments by Third Parties

Federal Criminal Procedure: The Basics

how-to-obtain-disability-compensation-benefits-from-the-department-of-veterans-affairs-cle-nj-0161617001620777806.pdf

Using Location Data in Litigation: From Cell Phones to Cell Towers and Smart Homes

A Field Manual for Involuntary Bankruptcies

A Practitioner's Guide to Social Security Disability Tests for Mental Illness

2021 and 2022

Rhodes Conference

Strategies to Improve Diversity and Interrupt Implicit Bias in the Legal Profession

Careers in Intellectual Property Law: Promoting Diversity and Inclusion

Interrupting Implicit Bias by Design: Inclusion Nudges in the Legal Profession

Introduction to Political Law: Campaign Finance, Lobbying Disclosure, and Gift and Ethics Rules for Beginners

Treaties, Tribes & Turmoil: McGirt v. Oklahoma and Castro-Huerta v. Oklahoma

Rhodes Conference

The Power of Tribal Eminent: What to Do When Native American Nations Find Non-Indian Companies in Trespass and 'Take' Private Property

Native American Tribal Law

Eagle Protection: Examining the Interaction between Federal Regulation and Traditional Tribal Practice

2023 and 2024

The Ethics of Referral Fees: A 50 State Survey

Hot Topics in Condominium & Homeowners Association Law

Dealing With Nonprofit Board Drama: Understanding What Leads to Board Disputes and How to Deal With It

2nd Amendment Review: Can States Regulate the Carrying of Handguns Outside the Home? (Update)

Gender Diversity in the Practice of Law: The Good, The Bad, and The Ugly



Response to Request for Proposals: Legal Services City of Ypsilanti

The Attorney's of Meroueh & Hallman LLP
14339 Ford Road, Second Floor
Dearborn, Michigan, 48126
Office| (313)-582-7469
Fax| (313)-438-0540
www.mhatlaw.com

Odey K. Meroueh
Zachary A. Hallman

Herman Griffin
of counsel





14339 Ford Road, Second Floor
Dearborn, Michigan 48126
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August 22, 2024

Andrew Hellenga, City Manager
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197
ahellenga@cityofypsilanti.com
ATTN: Legal Services Proposal

RE: Request for Proposal, Legal Services Executive Summary – City of Ypsilanti

Dear Mr. Hellenga to whom else it may concern:

Meroueh Hallman, LLP, Attorneys and Counselors, is pleased to respond to the City of Ypsilanti's Request for Proposals ("RFP") to provide legal services which cover the its affairs related to legal matters generally associated with the duties performed by a City Attorney. Please find below our firm's executive summary and application that together constitute our firm's response to the RFP.

This letter will confirm that all of the information contained in our response to the RFP regarding Legal Services is true and accurate.

a. **Summary and brief statement of our understanding of the City of Ypsilanti's scope of work:**

It has come to our attention that the City of Ypsilanti is searching for a full-service law firm to provide the city with expertise, guidance and counsel across the full spectrum of disciplines and specialties required. The RFP indicates that the Ypsilanti is requesting that certain specified services be provided within the RFP's Scope of Work on an annual retainer, with an hourly rate charged for time above the retainer, as well as a litigation hourly rate. As set forth more fully in its RFP, Meroueh Hallman has the capacity to provide each of the requested services and provide consulting to the City of Ypsilanti and its various departments and employees and is willing to provide such consulting at a rate of \$175.00 per hour, above a monthly retainer of \$25,500.00 per month. For all litigation and other contractual services Meroueh and Hallman would bill at \$175.00 per hour. Based upon the estimated number o

Certainly our firm is willing to negotiate that number as well as enter into flat-fee arrangements per the City's discretion.

Meroueh Hallman, LLP ensures and commits that its entire response with the pricing it contains will remain in effect and be binding upon Meroueh Hallman, LLP for a period of 240 days from today's date or until the City of Ypsilanti enters into negotiations.

b. Identification of single point of contact to respond to any questions that may arise regarding our proposal.

The point of contact to respond to any questions that may arise regarding our proposal is:

Odey K. Meroueh
(313) 582-7469
okm@mhatlaw.com

c. Statement indicating whether Proposer intends to subcontract any portion of the work bid hereunder:

Meroueh Hallman, LLP has no intention of subcontracting any work hereunder unless we find we are required to do so under the rules governing the Commission or the Michigan Rules of Professional Conduct.

d. RESPONDENT HISTORY

Meroueh Hallman has demonstrated financial stability throughout its many years of existence. The firm has never been in bankruptcy, reorganization, or receivership. Meroueh Hallman achieves this in part by maintaining a multi-faceted client mix. Closing in on its first decade in practice, the firm has managed to keep a wide range of clientele. From our experience representing individuals being persecuted by the highest authorities of international law such as the United States and Canadian Departments of Justice, to the dozen and growing private businesses that seek our counsel on a weekly (and mostly daily basis), to our most relevant experience representing the City of Hamtramck as its City Attorneys, Meroueh and Hallman's diverse and numerous clients have helped ensure financial stability.

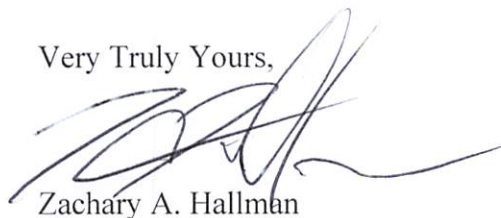
Our firm's promise to the City of Ypsilanti is that we will practice, listen and communicate effectively as well as provide devoted, candid, impartial, aggressive and diligent counsel in the City of Ypsilanti's best interests at all times.

Very Truly Yours,



Odey K. Meroueh

Very Truly Yours,



Zachary A. Hallman

1. Statement of Proposer's Qualifications and Experiences

Meroueh & Hallman LLP has experience serving municipalities, school districts, and entities of a varied nature throughout the Detroit area and currently serve as the City Attorneys for the City of Hamtramck, handling everything from the City's criminal docket, to zoning board appeals, to defending the City in Federal Court for lawsuits that have made national headlines. Our firm is relatively young, but also passionate and driven. Our firm is relatively small, but has little overhead. We care and are devoted to our clients, whom we encourage the City of Ypsilanti to contact.

The firm was started by founding partners Odey Meroueh and Zach Hallman who formed the practice to serve the needs of its clients in a manner that went above and beyond standard billing and representation. After achieving a string of trial successes which began in September of 2016, both Zach and Odey have steered the firm towards municipal work and have found it to be a perfect match for the firm's personality, size, and capability.

Our firm is a cost-effective alternative to larger and entrenched firms with quotas and obligations beyond the needs of its clients, which time and time again leads to needless and/or wasteful expense. But it is not just about cost. Like many of our clients and communities we serve, we believe our operation is our right size, and permits a depth of service and devotion to our clients without compromising quality. When you call larger firms, you get an associate. Our clients in Hamtramck, Westland and Dearborn Heights have our cell phones and can (and do) call and reach partners Odey and Zach on a daily basis. We form and develop relationships that last, and our clients benefit.

We believe that our clients would agree and encourage the city to contact our references in the various municipalities in which we have provided services, such as Hamtramck, Westland and Dearborn Heights.

Our firm intends to expand upon in the area of municipal representation and for many reasons feel that the City of Ypsilanti is a perfect match for our firm. While our main office is in Dearborn, our firm is expanding to Canton, where Odey currently resides. We also have locations in Hamtramck and in downtown Royal Oak on main street.

2. Assignment of Attorneys

We plan on taking a team approach to provide the best level and mix of services to all our clients, and in particular while performing services for Ypsilanti we feel that the combined efforts of Zach and Odey and our team works best for all involved. However, each founding partner does carry with him certain areas of specialty/expertise, which combine to suit municipal work extremely efficiently.

This is our team:

Odey K. Meroueh – Founding Partner



With a career initially revolving around balancing business clients and real estate litigation with a heavy circuit court and district court trial practice, Odey K. Meroueh has spent the last decade refining his reputation as a formidable force in the Courtroom, with a unique real estate knowledge base far exceeding that of many

"specialists," and "transactional attorneys," charging exorbitant and inflated hourly rates. While now serving in the role he was made for as City Attorney for the City of Hamtramck, Odey is able to showcase daily his skillset honed over years in the Courtroom along with a transactional knowledge of various subjects such as zoning, tax issues, property issues and land use for the municipalities we represent that would usually get farmed out at an inflated hourly rate to a large law firm. All of that while talking daily to the City's manager, department heads, councilmembers and at times community leaders about such a myriad of subjects that there is not room on this application to contain them all. Because of his years spent in the Courtroom on both sides of criminal representation, Odey is able to move through a docket in an efficient and careful manner.

Odey has taught seminars for the Institute of Continuing Legal Education helping younger lawyers learn complex legal matters and has also been awarded the Detroit Bar Association Access to Justice Pro-Bono Award.

A graduate of Wayne State University, Odey went to law school at Washington University in St. Louis, and immediately after graduation returned home to open his own firm, knowing that his home is in the Detroit area. He now resides in Canton with his wife and son, a family of proclaimed foodies always looking for the next food 'hot spot'.

Zachary A. Hallman – Founding Partner



Zachary A. Hallman draws on rich and varied business and employment experience disputes. Initially starting his career as a Plaintiffs employment and general tort attorney, Zach uses that experience now to counsel and represent clients ranging from food franchises, trucking companies, government contractors, kitchen supply

companies, as well as Meroueh Hallman's main municipal clients on how best to avoid liability on issues of disability, leave, Title VII and other harassment claims, regulation, and others. Beginning first with the Mt. Clemens Housing Commission and New Haven School Board in 2014, Zach has assisted dozens of corporate and government clients with legal concerns that arise from all aspects of Human Resources and Labor Management relations. From disputes involving non-competition agreements and collective bargaining agreements, to collection actions and wrongful discharge claims, Zach has an ever-growing client list because of his ability to get excellent results for his clients. Clients have frequently recommended his services to other business owners for a litany of concerns, from risk avoidance to proper management of employees to hiring/firing questions. Zach's wife Melissa is a nurse practitioner at Henry Ford Hospital Main, and together with their three-year-old twins, two-month old and fur babies they enjoy getting out and walking anywhere that can exhaust the whole group - be that a nature trail or downtown area.

Herman Griffin – Of Counsel



Herman Griffin is an ordained minister, licensed Michigan attorney, and life-long advocate for the powerless, lost, and voiceless. Herman is a graduate of Howard University where he was awarded the graduate student of the year for two consecutive years. Herman was trained in alternative dispute resolution techniques and community organizing by the Center of Community Change in Washington, D.C.

In law school, Herman served in the Family Law Assistance Project (FLAP), which provided free family law assistance to victims of domestic violence. Herman has a countless individuals throughout Michigan who can not afford the assistance of an attorney. In addition, from 2020 to 2022, he served as defense counsel for the city of Detroit's Mental Health Specialty Court. Each month Herman teaches a legal class at the Southwest Community Justice Center to stop human trafficking and other related crimes. He is currently finishing my doctoral degree in transformational leadership at Boston University.

For over 15 years, Herman has served as a minister, and over 10 years as a lawyer. Herman's primary practice areas include criminal defense, and family law.

3. **PROPOSER QUALIFICATIONS**

a) **Current Client Conflicts**

There are no conflicts of interest between any of the firm's existing clients and the City of Inkster of which Meroueh Hallman, LLP is currently aware.

b) **A Narrative Description documenting the firm's and attorneys' experience with municipal law and litigation and advising clients thereon. Disclose experience advising municipal and governmental entities in this area of law.**

Odey K. Meroueh is the City Attorney in the City of Hamtramck, however, the principal attorneys work together in municipal matters handling the various duties based on each attorney's expertise. As city attorneys we have handled a plethora of complex circumstances in just the last year alone. This includes leading the effort, after the resignation of the City Manager and Police Chief to interview and choose the next leaders of the City as well negotiate their contracts, something that comes up on an almost weekly basis in one regard or another.

The City of Hamtramck made national news three separate times in the last two years alone, for issues stemming from an ordinance regarding animal slaughter to a flag issue sparking passionate debate. We were able to help the City navigate these extremely sensitive issues and all but diffuse them to the extent that is possible.

We have assisted and supervised the sale of residential and commercial properties in the city resulting in a profit for the City and have also assisted and supervised the purchase of property for the City, negotiating lower prices than expected for key properties.

As a team, we have handled prosecutions of local ordinance violations protecting the city from potential civil liability in the process. We have negotiated and defended our clients' position in collective bargaining and providing advice regarding the hiring, discipline, and termination decisions. Zach in particular has an extensive background handling a variety of complex employment related decisions and litigation.

We have drafted countless resolutions for council as well as proposals and ordinances that have been adopted. We have supervised and assisted in the active overhaul of the Hamtramck code of ordinances. We are experts in Robert's Rules and can provide robust advice in all regards at council meetings and whenever called upon.

Meroueh Hallman LLP has worked with several outside entities and third parties interested in making investments into the City of Hamtramck and the City of Dearborn Heights and has developed partnerships with the Wayne County Prosecutor's Office and other local enforcement agencies in efforts to curb car theft and other areas of concern specific to our clients.

Additionally Both Mr. Meroueh and Mr. Hallman are active and contributing members of the Michigan Municipal League. We know that our experience in such allows for better overall care and representation for the hundreds of varied and difficult projects and questions that have and will continue to come across our desk on an annual basis.

4. Summary Of Major Cases

Joshua Gobah v. Hamtramck et al.

Police excessive force case the city vociferously disputes the allegations. Still ongoing. Extensive work with defense counsel throughout the matter.

Sarah Sims Garrett et al. v. Hamtramck et al. USDC EDM I

Federal fair housing act case. Funds secured to build final three units.

Denham and Choudhury v. Hamtramck

Flood litigation regarding sewage discharge. Currently in settlement with case being DISMISSED through novel means of resolution.

Breakthrough Towing v. various including City of Hamtramck. USDC EDM I

City is vigorously defending the case as it is frivolous. Working with defense counsel extensively to ensure victory.

Anthony Bond v. City of Hamtramck

Police frivolous excessive force case, inherited from previous regime with several issues of concern. Able to reach resolution with Defendant, whom was not on speaking terms with previous City Attorneys.

In re Marijuana Litigation USDC EDM I and WCCC

Two putative marijuana retailers have sued the city claiming they have a property interest in receiving a marijuana license. The action remains pending, and we are working closely with the defense counsel to ensure proper resolution.

5. **CLIENT REFERENCES**

City of Hamtramck

Max Garbarino - City Manager 3401 Evaline
Hamtramck, MI 48212
(313) 876-7700 ext. 349
Contract Start Date and Duration: March 2022
Type and Size of Contract: hourly rate, size varies.
Role in Representation: City Attorney
Number of Staff by position participating in representation: Three
Outcome of Representation, if completed and available for disclosure: Ongoing

City of Dearborn Heights District Court

25637 Michigan Ave.
Dearborn Heights, MI 48125
Contact: Nicole Mitchell-Borman
(313) 277-7227
Contract Start Date and Duration: 2020
Type and Size of Contract: flat rate, size varies.
Role in Representation: Appointed representation
Number of Staff by position participating in representation: Two
Outcome of Representation, if completed and available for disclosure: Ongoing

Dearborn Heights Community and Economic Development

261555 Richardson St.
Dearborn Heights, MI 48127
Contact: Hassane Jamal, Director
(313) 791-3500; hjamal@dearbornheightsmi.gov
Contract Start Date and Duration: 2023
Type and Size of Contract: Hourly, size varies.
Role in Representation: Retained counsel
Number of Staff by position participating in representation: 2-4
Outcome of Representation, if completed and available for disclosure: Ongoing

Michigan Indigent Defense Counsel

16901 Michigan Ave., Suite 18
Dearborn, MI 48126
Contact: Teresa Patton, Director
(313) 943-2320
Contract Start Date and Duration: August 2021
Type and Size of Contract: Hourly rate, size varies.
Role in Representation: Appointed representation
Number of Staff by position participating in representation: Two
Outcome of Representation, if completed and available for disclosure: Ongoing

City of Westland District Court

36675 Ford Rd.
Westland, MI 48185

Contact:

(734) 595-8720

Contract Start Date and Duration: 2019

Type and Size of Contract: Hourly rate, size varies.

Role in Representation: Appointed representation

Number of Staff by position participating in representation: Two

Outcome of Representation, if completed and available for disclosure: Ongoing

Hon. Mark J. Plawecki -20th District Court Judge 25637 Michigan
Avenue, Dearborn Heights, MI 48125
(313) 277-7480

Hon. Mark McConnell- 18th District Court Judge
36675 Ford Rd., Westland, MI 48185
(734) 595-8720

Hon. Alexis Krot – 31st District Court Judge
3401 Evaline
Hamtramck, MI 48212
(313) 876-7700 ext. 349

Hon. Bruce U. Morrow – Retired Wayne County Circuit Judge
18672 Oak Dr.
Detroit, MI 48221
ecurb1952@gmail.com

Statewide Food Equipment

Attention: Bob Alfieri, Owner

1035 Wheaton Ave.

Troy, MI 48083

(800) 369-5035

Contract Start Date and Duration: 2014 to Present

Type and size of contract: Hourly and fixed fee

Role in representation: Firm has handled a full range of general litigation, regulatory issues and special projects.

Number of Staff by position participating in representation: two to three.

Outcome of Representation: Meroueh Hallman has served as trial counsel and general counsel in several significant matters and also has handled several significant special projects, always achieving positive results.

Captain Jay's Chicken and Fish, INC.

Attention: Ella Sheikh, President

2657 S Telegraph Rd

Dearborn, MI 48124

(313) 281-4006

Contract Start Date and Duration: 2019 to Present

Type and size of contract: Hourly and fixed fee

Role in representation: Firm has handed a full range of general litigation, regulatory issues, and special projects in addition to serving as general counsel and human resources advisor.

Number of Staff by position participating in representation: two to three.

Outcome of Representation: While Meroueh Hallman LLP has been serving as counsel for Captain Jay's, it has opened several new locations in the Detroit area.

RSC Mechanical, INC.

Attention: Daniel Chabot, Chief Executive Officer

43750 Garfield Rd.

Clinton Twp., MI 48308

(877) 248-8400

Contract Start Date and Duration: 2018 to Present

Type and size of contract: Hourly and fixed fee

Role in representation: Firm was brought in to handle collective bargaining negotiations and since that time handed a full range of general litigation, regulatory and compliance issues, and special projects, in addition to service as human resources counsel.

Number of Staff by position participating in representation: two to three

Outcome of Representation: RSC has grown from a company of around 30 employees during its busiest season to now over 500 and across several states and is looking to keep such growth sustained.

Barwis Methods

Attention: Mike Barwis, Owner

44191 Plymouth Oaks Blvd., Suite 600

Plymouth, MI 48170

(734) 259-7100

Contract Start Date and Duration: 2014 to Present

Type and size of contract: Hourly and fixed fee

Role in representation: Firm has handed a full range of general litigation, regulatory issues and special projects.

Number of Staff by position participating in representation: two to three.

Outcome of Representation: Barwis Methods has continued to grow at an exponential rate since it first retained Meroueh Hallman, LLP as counsel, opening locations in multiple states and in several new capacities in last several years while handling the Covid landscape and coming out better.

6. ORGANIZATION AND STAFFING PLAN

Our firm and our clients have found the practice of having both founding partners essentially function as the City Attorney and Project Managers on each issue/matter most efficient and beneficial to all parties. Assignment from the client will generally be assigned initially by Mr. Meroueh or Mr. Hallman according to each attorney's area of expertise and projected availability for the duration of the project, but on most situations and projects Mr. Hallman and Mr. Meroueh work conglomerate. This allows not just for a second point of view from another attorney with different experience, but the perspective of both attorneys working

on different projects with the city at the same time is needed in Municipal Law because it really can be difficult for one attorney to keep tabs of all the moving parts that are moving simultaneously. Because they will both be charged with responsibility for advising the Elected Officials, City Manager and Department Chairs of the progress of all City of Ypsilanti projects undertaken by our firm, Odey and Zach would if given the opportunity remain involved and available to the city and its team members in each project assigned and will provide day-to-day functions as and when needed.

7. EXCEPTIONS/DEVIATIONS

We do not request any exceptions or deviations to the required scope of services outlined in the RFP.

8. TERMINATION BY MUNICIPAL CLIENTS

Meroueh Hallman LLP has never been terminated by any municipal client. In fact quite the opposite as we have had numerous municipal clients recommend our firm to other municipalities and departments in need. We truly do urge that the City of Ypsilanti cross-check our references as we stand behind them 100% and vice-versa.

9. TIMELINESS OF RESPONSES

The attorneys and staff at Meroueh and Hallman know that client communication is ‘a’ and in many cases ‘the’ crucial factor in the client and attorney relationship. One of the main reasons Odey and Zach work on everything that they can in a joint fashion is to maintain that all responses are achieved by the firm within 24 hours, and if possible, well before that. We know that clients, especially municipal clients, often need quick and timely advice and counsel and tailor our firm’s practice so that if Odey is involved in a deposition for a few hours, Mr. Hallman is made available to respond to any emergencies of quick fires that might arise, and vice versa.

City of Ypsilanti

Firm Proposal for City Attorney Services and Firm Qualifications

Proposal Dated: August 20, 2024



**LAW OFFICES OF
CONLIN, McKENNEY & PHILBRICK, P.C.**
350 SOUTH MAIN STREET, SUITE 400, ANN ARBOR, MI 48104-2131

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I. Executive Summary

Conlin, McKenney & Philbrick, P.C. (the “Firm”) proposes to provide legal services for the City of Ypsilanti, Michigan, as outlined in the Request for Proposal dated July 22, 2024, and as set forth herein, whereby Randolph T. Barker will serve as City Attorney. A summary of the Firm’s Proposal is as follows:

1. Proposed Rates:

- (a) General retainer, including prosecutorial and labor services: \$300,000.00
- (b) Litigation services hourly rate: \$175.00
- (c) Other costs: Per Bid Proposal

2. Capabilities:

- (a) The Firm has exceptional resources and capabilities. Our professional staff are experienced and qualified to provide the services requested. Our staff includes twenty-six attorneys, nine legal assistants, two paralegals, and law clerks across multiple practice groups.
- (b) The scope of services and proposed annual retainer includes provision of specialized labor and employment services, obviating the continued need for outsourcing of those services.
- (c) The Firm’s litigation capabilities are extensive and include matters otherwise assigned to distant law firms through the City’s insurance carrier.
- (d) Among the attorneys associated with the Firm are the current Ypsilanti City Attorney and an Assistant Ypsilanti City Attorney, permitting efficient transition in representation and maintenance of expansive institutional memory and knowledge regarding the City.

3. Firm Philosophy:

In serving municipal clients, Conlin, McKenney & Philbrick, P.C. strives to be a key resource and partner to the management team and elected officials, which, in turn, allows for the best service to citizens in the community. We are committed to providing the highest level of quality legal services, promptly and efficiently, to satisfy our clients' objectives. Through our team of twenty-six attorneys and on-site project administration staff, Conlin, McKenney & Philbrick, is large enough to oversee sophisticated projects for our clients in a timely, efficient, and cost-effective manner, while still small enough to give the personalized level of service our clients expect.

Our attorneys and support staff work collaboratively each day across the lines of defined practice groups to deliver prompt, focused attention to the needs of our clients. Firm policy mandates that we return client phone calls and electronic messages within one business day. Because our team members share similar legal experience, a quick response can be expected, even if the primary attorney contacted is not initially available. If urgent attention to a matter is necessary, our team can provide it.

In addition to providing counsel on the day-to-day issues faced by local municipalities and agencies, we have also achieved favorable results while litigating in these areas. Our team stays apprised of

current legal developments at the federal and state level, attends council and departmental team meetings as needed, and routinely provides legal opinions and memoranda in response to requests from our municipal clients, often being called upon to do so on short notice to address sensitive and rapidly developing situations. We are also strategically based in Washtenaw County, with offices in Ann Arbor (approximately 15 minutes away from City Hall) and a satellite office in Downtown Ypsilanti (five minutes walking distance from City Hall). Additionally, our designated representative for this relationship, Randolph T. Barker, maintains a home office in Ypsilanti Township, five miles from City Hall. Our team members are accessible should in-person meetings be necessary.

Locally, the Firm is committed to serving and building the community. Among our pro-bono initiatives, members of our Real Estate practice group donate their time to the Homes for Generations program, a collaboration with the Washtenaw County Treasurer and Probate Court that helps Washtenaw County families resolve tax and title issues to avoid foreclosure. Firm attorneys also serve on professional boards, such as the Washtenaw County Bar Association and Michigan Association of Municipal Attorneys. They also give their personal time and resources to many local non-profit organizations, including the Washtenaw 100 Club and Ele's Place, the latter being an organization that helps children grieving the loss of a parent.

II. Proposal Worksheet Responses

1. Name, Address, Phone Number, and Email Address of Primary Attorney Contact

Primary Office Address: 350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

The Firm has been at this address since 1996.

Satellite Office Address: 105 Pearl Street
Ypsilanti, Michigan 48197

Main Telephone Number: (734) 761-9000
Facsimile Number: (734) 761-9001

Web Address: www.cmplaw.com

2. Primary Attorney Contact and Firm Representative:

Randolph T. Barker
Direct Dial: (734) 997-2156
Email: barker@cmplaw.com

3. Number of Years of Firm Practice: The Firm has been in practice since 1937 (87 years)

4. Brief History of the Firm and Practice Areas:

Conlin, McKenney & Philbrick, P.C. was founded in 1937 as a primarily business law Firm. Based in Ann Arbor, Michigan, the Firm serves individuals, small to large businesses, developers, retailers, insurers, financial institutions, and governmental entities. We routinely manage business, employment, and real estate matters across Michigan, in other states, and internationally. Our lawyers are experienced negotiators and problem solvers and have expertise in the areas of corporate and business law, municipal law, real estate law, employment and labor law, contracts, insurance, family law, bankruptcy, tax, and banking. Our trial lawyers have represented our clients in all levels of state and federal court, including extensive trial and appellate litigation, administrative hearings, and appeals.

5. Municipal Law Experience

Firm attorneys have experience serving as outside counsel to cities, townships, counties, and villages throughout Michigan. Our attorneys work with municipalities on the full range of issues associated with local government, including:

- Negotiation of government contracts.
- Operational and contractual issues involving multijurisdictional utility, ambulance, and emergency dispatch authorities.
- Freedom of Information Act and Open Meetings Act compliance and litigation.
- Employment policies and practices.
- Litigation of employment discrimination, whistleblower, wrongful termination claims, and other claims that might arise from employment relationships.

- Labor law matters arising under the Public Employment Relations Act, including union grievances and arbitration matters, and negotiating collective bargaining agreements.
- Defense of municipal agencies, officials, and law enforcement personnel, including civil rights claims brought under state law and 42 U.S.C. § 1983.
- Representation of municipalities and government agencies in court, administrative, and arbitration proceedings in which a municipality is a named or interested party.
- Insurance defense in matters that include claims of automobile negligence, personal injury, property damage, and claimed defects with utility systems.
- Ordinance drafting and enforcement through criminal prosecution and civil litigation.
- Blight and public nuisance abatement litigation.
- Marijuana facility licensing, regulation, and litigation.
- Matters arising under the Public Health Code and Mental Health Code.
- Police and Fire Department operational and employment matters.
- Condemnation/ eminent domain.
- Property tax appeals.
- Election law issues.
- Department policy development and record retention matters.
- Zoning, planning and land use issues, and,
- Real estate matters.

Our team stays apprised of current legal developments at the federal and state level by attending continuing legal education programs, often serving as faculty. Among recent programs, members of our team attended the “Advanced Institute” and Municipal Law Program offered by the Michigan Association of Municipal Attorneys, the Labor and Employment Institute offered by the Institute for Continuing Legal Education, and recently presented legal updates on condemnation law, workplace discrimination, and the Open Meetings Act. The Firm regularly provides group trainings and presentations to our clients on topics affecting local government, including state and federal law updates, continuing legal education to public officials and police officers, and employee relations.

6. **Current Municipal Clients:** City of Ypsilanti, Washtenaw County Road Commission Lenawee County, 2A District Court, Lenawee County Airport Authority, Lenawee County Sheriff, Pivotal (f/k/a Community Mental Health and Substance Abuse Services of St. Joseph County), Augusta Township.
7. **Past Municipal Clients:** Barry-Eaton District Health Department, Berlin Charter Township, Berrien County, City of Riverview, City of River Rouge, City of Warren, Dundee Township, Frenchtown Charter Township, Livingston County Road Commission, Ogemaw County Sheriff.
8. **Experience of the Firm in Labor Law:** The Firm’s experience in labor law matters is extensive and includes negotiation and administration of collective bargaining agreements, defense of grievance arbitration matters and unfair labor practice claims, organizing campaigns, disciplinary matters, personnel policies and procedures, benefits administration, employment and severance agreements, and employee handbooks. We also provide counseling and litigation defense of employment issues, including discrimination, wrongful termination, retaliation claims, breach of employment contract claims, and other employment claims.
9. **Experience of the Firm in Real Estate Law:** The Firm provides a full breadth of real estate services, assisting our clients engaged in both traditional and complex real estate transactions and

litigation matters. Firm attorneys work regularly with real estate investors, developers, contractors, landlords, tenants, municipalities, lenders, design professionals, and real estate professionals as our clients navigate legal and regulatory issues, zoning and planning issues, the negotiation process, due diligence, financing, and the closing. We also provide guidance to our clients in anticipation of litigation and alternative dispute resolution options, and zealously litigate disputes on behalf of our clients. Our real estate team is experienced, flexible, and results oriented. Notably, Firm attorney Randolph Barker is a licensed Michigan real estate broker, is a Past President of and currently serves on the Board of Directors of the Detroit Association of Realtors and provides training to real estate professionals and attorneys throughout Michigan.

Our real estate services to municipal clients include:

- Commercial and recreational real estate sales, acquisitions, and leases.
- ADA and accessibility matters.
- Condemnation/eminent domain.
- Zoning, land use, permitting, and code enforcement.
- Property tax appeals, and
- Community standards ordinance enforcement and nuisance abatement litigation.

10. Court Experience of the Attorneys who may be Assigned to City Matters:

- (a) Attorney Randolph T. Barker has more than 20 years' experience litigating and trying cases before state and federal courts and both state and federal administrative agencies in Michigan and Ohio. His court experience includes both civil and criminal matters. He has argued cases before the Michigan Court of Appeals, Michigan Supreme Court, and the United States Court of Appeals. He has also written amicus briefs to state and federal appeals courts on significant matters affecting municipal law. Mr. Barker is also a certified civil mediator and case evaluator.
- (b) Attorney Allen J. Philbrick began his litigation practice in 1971 and has successfully litigated hundreds of cases in state and federal courts. Many of these cases resulted in appellate decisions that set legal precedent in the state.
- (c) Attorney W. Daniel Troyka has 30 years' experience litigating in state and federal courts, including the Michigan Court of Appeals, achieving favorable results for his clients. Prior to joining the Firm, Mr. Troyka served as an Assistant Prosecuting Attorney in Boston, Massachusetts, managing the municipal court docket.
- (d) Attorney Stephen K. Postema has been litigating cases before state and federal courts and administrative agencies for 40 years, including on behalf of the City of Ann Arbor, where he served as City Attorney for 19 years. Mr. Postema is also a certified civil mediator regularly appointed by the Washtenaw County Trial Court to evaluate negligence, employment, and commercial cases.
- (e) Attorney John M. Barr has six decades of court experience and has tried cases in Michigan district and circuit courts as well as in federal district courts. He has also argued cases before the Michigan Court of Appeals and the Michigan Supreme Court. His court experience representing the City of Ypsilanti is extensive, and spans more than 40 years.

11. Location of Firm Offices: The Firm maintains its primary office at 350 S. Main, Suite 400, Ann Arbor, Michigan, approximately 15 minutes from City Hall. We also utilize satellite office space at 105 Pearl Street, Ypsilanti, Michigan, which is a five-minute walk from City Hall. Attorney

Randolph Barker keeps a home office in Ypsilanti Township, a five-minute drive from City Hall. Our Ann Arbor office has more than twenty private attorney offices, four conference rooms available for meetings, depositions, and mediation sessions. The Ypsilanti satellite office has five private attorney offices and three conference rooms.

The Firm utilizes advanced secure cloud server and high-speed internet technology for its computer and phone systems, all managed by outside IT specialists. Using specialized software that creates secure connections, Firm professionals can securely access these capabilities remotely. Our software capabilities include the full Microsoft Office suite (including Word, Excel, PowerPoint, Outlook, and Teams), Adobe Acrobat Professional, and Caret practice management software. Our extensive Lexis legal research subscription includes specific libraries covering municipal law topics, federal and state case law and statutes, forms, and treatises. Our Firm also maintains a partnership with the Institute of Continuing Legal Education, which offers full access to its educational training programs, forms, publications, and research capabilities.

12. **Firm Composition:** The Firm has twenty-six attorneys, nine legal assistants, two paralegals, and law clerks who work under the direct supervision of attorneys. Firm anticipates assigning the following attorneys primarily to City of Ypsilanti matters:

- Randolph T. Barker
- W. Daniel Troyka
- Allen Philbrick
- Marjorie M. Dixon
- Stephen Postema
- John M. Barr

Item 14, below, profiles these attorneys. Item 10, above, provides an overview of their litigation experience. Consistent with Firm workflow protocols, the Firm may assign up to three support staff and two paralegals to work on City matters. When necessary and efficient, we may call upon litigation and research associates to assist on City matters within their core competencies. Please visit www.emplaw.com/attorneys to view the Firm's professional staff profiles.

The Firm's support staff includes nine legal assistants, two paralegals, and law clerks who work under the direct supervision of attorneys. Paralegals work within designated practice groups, such as municipal law, litigation, insurance defense, estate, and trust administration, and corporate. Changes to the Firm's composition will be reported to the City. No employee of the Firm are or will be permitted to engage in political advocacy regarding any candidate for City elected office.

13. **Firm Practice/Features Warranting Recommendation for Provision of Legal Services to the City of Ypsilanti:** For almost 90 years, the Firm has been a well-known and highly respected institution serving Washtenaw County, with its attorneys receiving the highest peer reviews for ethics, professionalism, and ability in their practice areas. The Firm's Ann Arbor offices are conveniently located near the Washtenaw County Circuit Court and United States District Court, while its Ypsilanti offices (including the home office of attorney Randolph Barker) are near City Hall and the 14A-2 District Court. Firm members actively serve their communities and the legal profession through elected office, leadership roles in community and professional organizations, and support of nonprofit organizations. Based on the years of experience of its members, two of whom have been in practice 50 years or more, the Firm retains a large institutional memory.

Attorney Randolph Barker has an established relationship with the City of Ypsilanti, where he presently serves as an Assistant City Attorney and outside litigation counsel. His recognitions include dBusiness Top Lawyers, Michigan Leading Lawyers, and, like attorneys Allen Philbrick and John Barr, also has been named a Michigan “SuperLawyer” for many years based on peer nominations and rigid selection criteria. Mr. Philbrick has been honored among the “Best Lawyers in America” for more than 30 years and, together with John M. Barr, has an AV-Preeminent rating from Martindale-Hubbell. The Firm also has, for more than 25 years, enjoyed the highest rating from AM Best, which surveys client experiences and recommendations in evaluating law Firms as being among the most highly regarded and recommended Firms by its clients.

14. Professional Staff Profiles



Randolph T. Barker

Randolph T. Barker was born and raised in Ypsilanti and is a lifelong resident of the Ypsilanti area. He joined the Firm in 2022 and has more than 20 years of experience representing municipalities throughout Michigan. He leads the Firm’s Municipal Law and Labor & Employment Law practice groups. Randy began private practice with a boutique municipal law practice in Monroe, Michigan in 2001, and previously worked in the Monroe County Prosecutor’s Office. He currently serves as an Assistant City Attorney for the City of Ypsilanti.

Mr. Barker’s experience representing public sector clients includes litigation of complex labor and employment, commercial, real estate, civil rights, zoning, and code enforcement matters. He regularly collaborates with public officials regarding employment practices and labor relations matters, the drafting and enforcement of ordinances, nuisance abatement lawsuits, Freedom of Information Act requests, Open Meetings Act issues, and criminal prosecutions. He is also known for his expertise in defending law enforcement agencies and police officers against claims of excessive or unreasonable force, false arrest, failure to intervene or provide medical care, and failure to train or supervise. His thorough investigative and aggressive approach to defending these and other civil litigation matters on behalf of local governments has led to favorable outcomes:

- Obtained summary judgment in a federal civil rights case in which the plaintiff claimed that two city police officers accosted, handcuffed, and beat him while he was walking to the bus stop. A thorough investigation that included video review and witness interviews established that the plaintiff fabricated his claims. After judgment entered in favor of the City and its officers, the District Court and US Court of Appeals fined the attorneys representing the plaintiff and imposed frivolous case and appeal sanctions.
- Successfully defended appeals brought by a group of residential landlords alleging that a city wrongly withheld certificates of compliance affecting their rental units by establishing that the units were in violation of the housing code and illegally occupied during the approval process.
- Successfully defended a sex discrimination and employee privacy lawsuit brought by a police officer fired for strapping an inmate into a restraint chair and then violently removing the hair weave, and,

- Obtained a jury verdict of no cause of action against a senior city employee who asserted a federal whistleblower claim.

Michigan Super Lawyers recognizes Mr. Barker among the top five percent of Michigan lawyers. His recognitions also include dBusiness Top Lawyers and Michigan Leading Lawyers. Among multiple volunteer positions with professional and non-profit organizations, Randy is a member of the Board of Directors of the Washtenaw County Bar Association, where he previously chaired its Labor & Employment Law and Real Estate Law sections. He is also a Director and Past President of the Detroit Association of Realtors. In addition, he remains an active member of the Michigan Association of Municipal Attorneys and the Washtenaw 100 Club, the latter being a chapter of a national organization that supports local police officers, firefighters, and their families by providing college scholarships and financial support in the event of injuries in the line of duty, and separate grants to police and fire departments for training and equipment.

Randy earned his law degree from the University of Toledo of Law (with honors, 2000), and his undergraduate degree from Eastern Michigan University (B.A., 1996). He is admitted in both Michigan and Ohio, and in federal district and appellate courts having jurisdiction over those states.



Allen J. Philbrick

Mr. Philbrick is the Firm's senior litigation partner and leader of its Litigation practice group. His practice has focused most heavily on the defense of all manner of personal injury lawsuits and insurance coverage disputes, with considerable experience as well in the representation of governmental agencies, highway authorities, and commercial litigants. His areas of expertise include construction, highway and premises lawsuits and related insurance coverage issues. Mr. Philbrick has successfully litigated hundreds of cases in state and federal courts and has "made law" by forging the prevailing argument in precedent-setting cases which continue to define the law in multiple areas.

Mr. Philbrick received his B.A. from Michigan State University and his J.D. from the University of Michigan Law School. He is a member of the Defense Research Institute, Michigan Defense Trial Counsel, and Negligence Section of the State Bar of Michigan. His recognitions include an "AV" Preeminent rating by Martindale-Hubbell, inclusion among "The Best Lawyers in America," and "Michigan Super Lawyers."



W. Daniel Troyka

The Firm's President, W. Daniel Troyka, practices in the Firm's Municipal Law, Real Estate, and Litigation practice groups. His municipal law experience includes serving as lead eminent domain counsel for the Washtenaw County Road Commission for over fifteen years, successfully bringing over thirty actions to acquire rights-of-way for public road improvements. Mr. Troyka regularly provides counsel regarding compliance obligations under the Freedom of Information Act, Open Meetings Act, and similar statutes. Intimately familiar with land use and development, Mr. Troyka has served on the City of Saline Planning Commission for more than six

years and previously served on its Zoning Board of Appeals. Prior to joining the Firm, Mr. Troyka had served as an Assistant Prosecutor in Boston, Massachusetts.

Mr. Troyka graduated from Princeton University with honors in 1990. He earned his Juris Doctor with high honors from Boston University Law School in 1994.



Marjorie M. Dixon

Marjorie Dixon is a partner with the firm, specializing in business and real estate law. In her real estate practice, she has assisted clients in buying, selling, and financing commercial properties, agricultural properties, and homes. Ms. Dixon has developed expertise in both residential and commercial leasing, including ground leasing development. Her clients include manufacturing, technology, service and retail businesses, municipalities, farmers, and developers of new projects. She routinely drafts business and employment contracts and addresses human resources issues on behalf of public and private entities.

Ms. Dixon values the opportunity to collaborate one-on-one with each client, to meet each client's particular needs in a timely and efficient manner. She is an Ann Arbor native who attended both undergraduate and law school at the University of Michigan. She was admitted to the State Bar of Michigan in 1990.



Stephen K. Postema

Stephen K. Postema joined the Firm in 2023 as Of Counsel after serving as Ann Arbor's City Attorney for more than 19 years, the longest tenure of anyone to fulfill that role. Mr. Postema has principal expertise in municipal law, having defended hundreds of cases, including those involving the Open Meetings Act, Freedom of Information Act, civil rights, employment law, negligence, governmental immunity, qualified immunity, takings, and constitutional law. Many of these cases set legal precedent in the state.

Mr. Postema served on the Board of Directors of the Michigan Association of Municipal Attorneys for eight years, serving two terms as the President of the Board. He continues in an advisory function as a Past President. He also served eight years on the Michigan Municipal League's Legal Defense Fund, assisting with legal strategy on cases impacting municipalities across the state. Mr. Postema has been a speaker on municipal law topics to municipal attorneys and officials, both statewide and nationally, and has taught a law school seminar on state and local government law. Stephen received the Outstanding Service Award from the Michigan Municipal League and "Leader in the Law" recognition by Michigan Lawyers Weekly.



John M. Barr

John M. Barr is an Of Counsel to the Firm. He concentrates his practice in municipal law and frequently presents at continuing education programs benefiting public officials and municipal lawyers throughout Michigan. Among his municipal appointments, Mr. Barr has continuously served as Ypsilanti City Attorney for more than four decades and provides legal services to other cities and townships in Washtenaw County, including Lodi Township and the City of Saline. Mr. Barr is a Past President of the Michigan Association of Municipal Attorneys (MAMA) and served on its Board of Directors. His distinguished legal career began in 1959. Among his municipal law accolades, MAMA previously conferred upon Mr. Barr two of the organization's highest honors: the MAMA Distinguished Municipal Attorney Award and the William L. Steude Ethics and Civility in Local Government Award. He received an "AV" Preeminent rating by Martindale-Hubbell.

15. **Insurance:** The Firm maintains malpractice insurance through the Hanover Insurance Group. Please see Appendix B, *Insurance Declaration Page*.
16. **Discipline.** No Firm attorney has ever been disciplined or found to have committed professional misconduct.
17. **Conflict of Interest.** The Firm has never threatened suit against or sued the City of Ypsilanti. Furthermore, (a) the Firm does not represent any clients with contracts with the City, (b) no Firm attorneys or staff has any relative working for the City, (c) no Firm attorney or staff member has ever worked for the City, except contractually as a City Attorney or Assistant City Attorney, and (d) no Firm attorneys or staff has any adverse interest to the City. The Firm has no known conflict of interest with the City. Our practice management database provides detailed conflict search capability.

18. Firm Municipal References:

Lenawee County
Kimberly Murphy, County Administrator
301 N. Main Street
Adrian, MI 49221
(517) 264-4508
kim.murphy@lenawee.mi.us

Pivotal, f/k/a Community Mental Health and Substance Abuse Services of St. Joseph County
Cameron Bullock, CEO
677 E. Main Suite A
Centreville MI, 49032
(269) 467-1000
cbullock@pivotal.org

Washtenaw County Road Commission
Matt MacDonell, Managing Director
555 N. Zeeb Road
Ann Arbor, Michigan, 48103
(734) 761-1500
macdonellm@wcroads.org

Additional references available upon request.

19. **Executive Bid Summary:** Please see Section I, above.

20. **Letter of Transmittal:** Please see attached.

21. **Additional Information:** As previously noted, our Firm's professional staff includes twenty-six attorneys (ranging in experience from one year to more than 60 years), paralegals and legal assistants, and project administration staff. Appendix C describes our Firm's policies and practices concerning project management and workflow.

Further, we note that members of the proposed attorney team will always be available to respond to the City's needs. Should a member of that team not be available, other team members will be available should the need arise. The Firm's reception team and electronic calendar system monitors the out-of-office status of attorneys and the expected duration. Our voice messaging system automatically transfers messages to the attorney's email and cell phone.

22. **Bid Amount for Requested Scope of Services from RFP:**

(a) Annual Retainer: \$300,000, payable in equal monthly installments, covering both general and prosecutorial services as indicated in the RFP.

(b) Litigation Hourly Rate: \$175.00.

(c) Breakdown of additional costs:

1. Litigation support services: \$90.00/hr. - \$110.00 per hour.
2. Filing fees, deposition fees, outside copy and shredding charges, storage fees, private carrier postage, external courier and common carrier fees, legal research outside of standard subscriptions, recording fees, title work fees, surveyor fees, and outside expert/consultant fees are billed on an actual cost basis plus 10% administrative/overhead charges for retaining outside services. We may retain outside consultants and experts as needed in consultation with the City Manager. The Firm reserves the right to arrange for direct payment by the City to the vendor for outside expenses exceeding \$500.00.
3. Travel and related expenses: We record actual travel time for all services but will not invoice for time or mileage reimbursement to and from locations within the City. Pass-through billing applies to all other approved travel expenses for City business. The Firm calculates reimbursable mileage charges according to the then-applicable rate established by the Internal Revenue Service, net of any ordinary commuting miles.

The rates above apply to all civil, governance and employment counsel work performed for the City during the contract period, with time charges incurred in one-tenth hour increments.

Our Firm follows a monthly billing cycle; payment is due within 30 days of the invoice date. Should any question arise as to the legal services provided or the amount billed, we request that you bring

the question to our attention promptly after receipt of the statement to achieve a timely and fair resolution. Your continued relationship is valuable to us, and we will strive to continue providing you with knowledgeable, creative, and cost-effective legal services. We welcome any observations or questions that you might have regarding our Firm, its services, or billing procedures.

23. **Duration of Proposal:** This Proposal is valid for 120 days from August 22, 2024. Consistent with the requirements of the RFP, the Firm represents that it is not an “Iran linked business.”

III. Appendix Table of Contents

- A. Additional Staff Resumes
- B. Malpractice Insurance Declaration Page
- C. Firm Workflow Protocols

APPENDIX A

Additional Staff Resumes

RANDOLPH T. BARKER

Office: (734) 761-9000

Email: barker@cmplaw.com

LinkedIn: <https://www.linkedin.com/in/attorneybarker>

SUMMARY

Tenacious and results-driven attorney with both in-house and large law firm partner-level experience representing management, business and government interests in (i) labor, employment, and civil rights matters, including employment discrimination claims, intellectual property protection, regulatory compliance, civil rights and law enforcement liability claims, and benefits plan development, (ii) real estate transactions and related litigation, and (iii) litigation of complex commercial matters, including mergers & acquisitions, collections, unfair competition, and corporate governance issues.

KEY PROFESSIONAL ACCOMPLISHMENTS

- Management Problem Solving: Provide counsel and solutions on many employee relations and confidential executive-level issues for private and public sector employers; partner with CEOs, general counsel, business group leaders, elected and appointed officials, and human resource personnel regarding key business relationships, commercial transactions, hiring practices, benefit and compensation plans, personnel policies, employer-union relations, intellectual property protection and noncompetition agreements, real estate matters, marketing, procurement, service contracts, corporate development, financing, technology and business licensing matters.
- Compliance: Assist both public and private sector clients with investigating and resolving issues of employee misconduct, discrimination claims, risk management issues and regulatory compliance matters. Design and assist with implementation and administration of employee benefit plans and record retention and security protocols regarding critical business records, protected health information (HIPAA) and non-public financial records (GLBA), including the electronic storage and delivery of those records.
- Extensive Municipal Law Experience: Assist elected and appointed officials and agency personnel regarding employment practices and defense of employment discrimination, whistleblower, and wrongful termination claims; labor relations, collective bargaining agreement negotiations, and defense of grievance arbitration matters; procurement and contracts; zoning, planning, and land use matters; Open Meetings Act and Freedom of Information Act issues; insurance defense in matters involving civil rights violations (§1983 claims), automobile negligence, personal injury and property damage claims, and utility system defects; prosecution of criminal and civil cases, including zoning, traffic, and blight/public nuisance abatement matters; ordinance drafting; property tax appeals; departmental policy and record retention protocols; and eminent domain.
- First-Chair Litigation Experience: Extensive first chair trial role and appellate experience in multiple state and federal jurisdictions, administrative agencies, and arbitration tribunals. Represent management interests in all aspects of employment, labor and other complex commercial litigation matters, including defense of employment discrimination claims, breach of contract claims, insurance defense, §1983 law enforcement defense, First Amendment issues, Uniform Commercial Code disputes, automotive supply chain issues, debt collection, creditor representation in bankruptcy matters, complex real estate disputes, restrictive covenants, trust and estate disputes, unfair competition, and trade secret misappropriation claims.
- Corporate and Transactional Proficiencies: Significant experience managing the full complement of legal strategies, functions, departmental operations, teams, contracts, and litigation matters within both in-house corporate and private law firm environments. Expertise negotiating and drafting agreements with client business partners and vendors in both domestic and international transactions, including procurement and distribution agreements, management of due diligence and structuring, negotiating, and closing mergers and acquisitions, and supervision of complex real estate acquisition, site planning and related activities.
- Alternative Dispute Resolution: Arbitrate disputes under commercial, employment and collective bargaining agreements; resolve various business disputes by voluntary facilitation or mediation, including serving as an appointed neutral facilitator and case evaluator to parties in pending litigation.
- Litigation Management and Cost Containment: Develop strategies with executives, elected officials and general counsel for early case resolution and minimizing outside legal fees.
- Leadership and Public Speaking: Frequently present seminar programs and on-site training sessions regarding various aspects of business, employment, real estate and municipal law issues for corporate clients, professional groups and continuing legal education organizations. Specialty programs and legal updates offered to law enforcement agencies.

RANDOLPH T. BARKER

Office: (734) 761-9000

Email: barker@cmplaw.com

LinkedIn: <https://www.linkedin.com/in/attorneybarker>

EMPLOYMENT

Conlin, McKenney & Philbrick, P.C. – Ann Arbor, MI

Senior Counsel, 2022 - present

- Manage the Firm's Municipal Law and Labor & Employment Law practice groups.
- Member of the Firm's Business Law, Litigation and Alternative Dispute Resolution, and Real Estate Law practice groups, performing responsibilities outlined in Key Accomplishments, above.

Abbott Nicholson, P.C. – Troy, MI

Senior Counsel, 2019 - 2022

- Public and private sector employment, labor, real estate, law enforcement defense, and commercial law practice.

Berry Moorman P.C. – Ann Arbor, MI

Shareholder, 2003 – 2019

- Represented both public and private sector entities in commercial, employment, and civil rights litigation.
- Managed the Firm's Municipal Law, § 1983 Defense, and Real Estate teams.

SoloHill Engineering, Inc. – Ann Arbor, MI

General Counsel and Director of Human Resources, 2009 – 2012

- Managed all aspects of corporate governance and corporate legal functions, including domestic and international business transactions, grant funding and consortium agreements, distribution agreements, real estate matters, licensing, and intellectual property protection, managing outside counsel, and development and oversight of regulatory compliance protocols.
- Supervised all human resources and organizational development functions; developed and implemented workplace policies, strategic staffing and compensation plans, safety, and training programs.
- Structure and administer benefit programs including health, retirement, flexible spending, disability, and COBRA.
- Effectuated programs for manufacturing process improvement, cost reduction, ISO/cGMP quality systems, auditing, and risk analysis.

Petrangelo & Bondy, P.C. – Monroe, MI

Associate Attorney. 2001 – 2003.

- Municipal law practice with emphasis on ordinance enforcement and drafting, public planning, employment and labor matters, and related litigation.
- Represented a variety of business clients in planning, litigation, and transactional matters, including business formation, real estate transactions and disputes, construction law issues, and creditor rights in bankruptcy matters.

BAR ADMISSIONS AND PROFESSIONAL CERTIFICATIONS

- State Bar of Michigan
- Ohio Supreme Court
- United States District Courts: Eastern and Western Districts of Michigan, and Northern District of Ohio
- United States Court of Appeals for the Sixth Circuit
- Licensed Michigan Real Estate Broker
- Certified Civil Court Mediator: Michigan State Court Administrator's Office (approved in multiple Michigan counties)
- Appointed Civil Case Evaluator (Commercial, Employment and Negligence panels in multiple Michigan counties)

EDUCATION

University of Toledo, College of Law – Toledo, OH

Juris Doctor (Top 10%, Cum Laude).

Eastern Michigan University – Ypsilanti, MI

Bachelor of Arts (Political Science).

Michigan State University – East Lansing, MI

James Madison College.

RANDOLPH T. BARKER

Office: (734) 761-9000

Email: barker@cmplaw.com

LinkedIn: <https://www.linkedin.com/in/attorneybarker>

PROFESSIONAL AFFILIATIONS AND COMMUNITY INVOLVEMENT

- State Bar of Michigan – Governmental Law, Labor and Employment Law, Litigation and Real Property Law sections.
- Washtenaw County Bar Association – Current Director-at-Large; Member of Real Estate Law (former Chairperson), Labor, Employment & Civil Rights Law (former Chairperson), and Litigation sections.
- Oakland County Bar Association
- Ohio State Bar Association
- Detroit Association of Realtors – President (2021); Director-at-Large (2011-2020, 2023-present); Continuing Education and Professional Development Coordinator and Instructor (2005-present); Mediator, Arbitrator, and Grievance Administrator (2011-present); RealComp MLS shareholder representative (2017-2020); 2017 Detroit Realtor of the Year.
- Washtenaw 100 Club

SAMPLING OF PUBLICATIONS, PROFESSIONAL ACTIVITIES, AND RECOGNITIONS

- Recognized in *Michigan Superlawyers*, *dBusiness Top Lawyers*, and *Michigan Leading Lawyers* (multiple years).
- “Warranties of Title: More than Meets the Eye?” - *Res Ipsa Loquitor* (Washtenaw County Bar Association), January 2022, Vol. 32, No. 1
- “Mediators’ Perspectives on Probate Litigation” – American Bar Association Dispute Resolution Journal, Winter 2023
- “Deposition Skills Workshop” - Institute for Continuing Legal Education (Faculty, 2017, 2019, 2021, and 2023)
- “COVID-19 and the Construction Industry: Drafting Considerations in Response to Supply Chain Disruptions and Labor Shortages” – *Res Ipsa Loquitor* (Washtenaw County Bar Association), January 2022, Vol. 31, No. 1
- Michigan Sheriff’s Association: Program Instructor – employment, labor, and civil rights law issues, and departmental governance.
- “The Intersection of COVID-19 & Real Estate Law: Current Issues & Trends” – *Res Ipsa Loquitor* (Washtenaw Co. Bar Association), January 2021: Vol. 30, No. 1
- “The New ‘Joint’ Tenancy: Rolling up to the Intersection of Marijuana and Real Property Law” – *Res Ipsa Loquitor*, January 2020; Vol. 49, No. 1.
- “Strategies for Using Social Media in Your Cases” – 44th Annual Labor & Employment Law Institute, Institute for Continuing Legal Education (Faculty, April 2019)
- “From No Pay to Play: Revisiting Good Faith in Mediation” – Michigan Bar Journal, February 2019, Vol. 98, No. 2
- “The Buzz Around Medical Marijuana in the Workplace” – *Res Ipsa Loquitor* (Washtenaw Co. Bar Association), July 2011; Vol. 41, No. 3.
- Counsel for *amicus curie* State Bar of Michigan, Real Property Law Section: *In re Smith* Trust, 480 Mich. 19 (2008).
- Michigan Nonprofit Management Manual, 5th Edition, Chapter 9: Record Retention: co-authored sections covering HIPAA/HITECH Act, Sarbanes Oxley, Personnel Records, Qualified Plans, Tax Records, and Litigation Preservation.

STEPHEN KENT POSTEMA

LEGAL EXPERIENCE

Of Counsel, Conlin, McKenney & Philbrick, PC, Ann Arbor (2023 - present)

Litigation, municipal law, and employment law practice.

City Attorney, Ann Arbor Michigan (2003 – 2022)

Supervised all aspects of the Office of City Attorney. Managed nine attorneys, four staff, legal interns, and outside counsel. 2.7 million budget.

Provided legal advice to Mayor, City Council, City Administrator, City Department Area Administrators, and City Boards and Commissions.

Office practice includes litigation in state and federal courts and various tribunals, general municipal advice, zoning and real estate matters, employment law advice, contract management and negotiation, labor law and collective bargaining, and prosecution of large volume of criminal and civil infractions.

Reorganized and strengthened office, hired new attorneys and staff, and developed new initiatives for the delivery of City legal services. Served as a City Election Commissioner.

Partner/Associate, Bodman, Longley & Dahling LLP, Ann Arbor (1990 – 2003)

Maintained litigation practice in the areas of general commercial law, employment law, trade secret protection, lender liability, and negligence.

Maintained active practice in Washtenaw and Wayne County Circuit Courts and US District Courts. Appellate experience in Michigan Court of Appeals and the Sixth Circuit US Court of Appeals.

Provided legal and employment advice for individuals and a variety of institutions, including townships, social service agencies, religious organizations, banks, technology companies, brokerage firms, and construction companies.

Prosecutor, Ann Arbor Township (1992 – 1994)

Prosecuted ordinance violations for firm township client.

Associate Attorney, Schlusser, Lifton, Simon & Rands, Ann Arbor (1988 – 1990)

Associate Attorney, Burnham, Oesterle & Henry, Ann Arbor (1987 – 1988)

Judicial Clerk, Chief Judge John Feikens, US District Court, ED MI (1986 – 1987)

Summer Judicial Intern, Judge James Doyle, US District Court, WD WI (1985)
Research Assistant, University of Wisconsin President Robert O'Neil (1983 – 1985)
Law Clerk, various firms

OTHER LEGAL ACTIVITIES

Mediator, Facilitator, Case Evaluator, Arbitrator (1991 – present)

SCAO certified. Successfully facilitated numerous employment, negligence, and commercial cases. Served as case evaluator in over 1000 employment, negligence, and commercial cases. Served as AAA arbitrator.

International Municipal Lawyers Association, Presenter (2022 – present)

“Councilmember Self-Regulation” (April, 2023)

“Succession Planning and Effective Law Office Management” (October 2022)

Michigan Association of Municipal Attorneys (2003 – present)

Served on the Board of Directors (2006 – 2103), including two terms as President (2009 – 2011).

Chair of Legislative Committee (2006 to 2018).

Presenter on legal topics at MML seminars.

Michigan Municipal League Legal Defense Fund (2005 to 2011)

Served on Board, including two terms as Chairman (2009 – 2011)

Adjunct Professor, Ave Maria Law School, Ann Arbor, MI (Fall, 2008)

Evaluator of Legal Writing Program, University of Michigan Law School (2004 – 2005)

Speaker, Bodman Longley & Dahling Employment Law Seminars (1995 – 2002)

ICLE, Demonstrator/Witness at Deposition Skills Workshop (2000 - 2005)

Speaker, Employment, Community and Municiapal groups (1991 – present)

Moot Court Judge, U of M Law School (1991 – present)

Guest Lecturer in several classes, U of M Law School (1991 – 2017)

Washtenaw County Bar Association (1986 – present)

Served on the Board of Directors; Judiciary and Awards Committees. (1999 – 2003)

LEGAL WRITING

(1997 – 2023)

“The Prerogative to Unseat: Removing Councilmember from Council Committees”

Municipal Lawyer: *The Journal of Local Government Law* (Sept, 2023)

“Injunctions,” *Michigan Civil Procedure*, ICLE (2008, 2006, 2004, 2002, 1999)

“Injunctions,” *Causes of Action Formbook*, ICLE (2008, 2005, 2003, 2001)

Numerous employment articles, BLD Employment Law Seminars (1997 - 2002)

LEGAL AWARDS

Leader in the Law, 2013 *Michigan Lawyers Weekly* **(2013)**

Outstanding Service Award, Michigan Municipal League **(2012)**

Michigan SuperLawyer, General Litigation Category *Law and Politics*

Distinguished Supreme Court Brief Award, Thomas Cooley Law School **(1998)**

For *Shallal v Catholic Social Services*, 455 Mich 604 (1997)

EDUCATION

University of Wisconsin Law School **(1985)**

Award: Wisconsin Bar Moot Court Prize

Activities: Jessup Moot Court Team; First Amendment Research Assistant

Harvard University **(A.B., *cum laude*, 1981)**

Major: History and Science, an honors concentration

Research Assistantships:

Harvard Center for American History (1981)

Boston University Health Law Dept. (1980)

Harvard History of Science Department (1978-79)

Ann Arbor Pioneer High School **(1977)**

OTHER PERSONAL INFORMATION

Active in charitable, educational, civic activities:

John M. Barr

105 Pearl Street
Ypsilanti, MI 48198

(734) 481-1234
jbarr@barrlawfirm.com

EXPERIENCE

Barr, Anhut & Associates, P.C.

1958-Present

Ypsilanti, Michigan

Senior Attorney

- General law practice, emphasis on municipal, real estate, corporation, estate planning law.
- Court certified mediator.
- State Boundary Commission

TEACHING

- Lecturer, business law at Eastern Michigan University.
- Presenter, Washtenaw Community College Continuing Education, "Estate Planning."
- Presenter, Ann Arbor-Ypsilanti School Continuing Education, "Starting a Small Business."
- Present, Michigan Association of Municipal Attorneys Workshops:
 - "Building Code Violations"
 - "Media Relations"
 - "Dealing with City Council"
 - "Ethics"
 - "Who is the Client"
- Presenter, Institute of Continuing Legal Education Workshop, "Defending Police Cases."
- Presenter, Michigan Clerks Association, "The Open Meetings Act and Freedom of Information Act."
- Presenter, Michigan Municipal League, "Dealing with the Press."
- Presenter, "Planning Commission Workshop."
- Presenter, MML Academy, "FOIA and OMA."
- Instructor in safe boating, Ann Arbor Power Squadron.

EDUCATION

University of Michigan Law School

August 1959

Ann Arbor, Michigan

Juris Doctor

Michigan State University

June 1956

East Lansing, Michigan

Bachelor of Arts, Divisional Major Social Science

- Semester abroad at Mexico City College

LICENSES AND ASSOCIATIONS

- American Bar Association
 - Government and Public Sector Lawyers Division
 - General Practice Section
- State Bar of Michigan
 - Member, Board of Commissioners 1996 – 2003
 - Master Lawyer Section
 - General Practice Section
 - Criminal Law Section
- Washtenaw County Trial Lawyers Association

- Washtenaw County Bar Association, Past President
- Michigan Municipal League Legal Defense Fund, Past President
- Law officer Ann Arbor Power Squadron, US Power Squadron

RECOGNITIONS

- Rated A-V, highest peer rating by Martindale-Hubbe legal directory
- Listed in “Who’s Who In American Law,” “Who’s Who In The Midwest,” and “Who’s Who In America”
- Special Award of Merit, Michigan Municipal League
- Fellow, Michigan State Bar Foundation (Life member)
- Fellow, American Bar Association (Life member)
- ICLE Certificate in Estate Planning
- Boy Scouts of America Scouter’s Key 1983
- Boy Scouts of America Silver Beaver Award
- Distinguished Municipal Attorney Award
- MML Ethics and Civility in Local Government Award
- Civility and Professionalism Award, Washtenaw County Bar Association
- Named “Super Lawyer” by Law and Politics Magazine 2006, 2007, 2008, 2009, 2010
- Frank J. Kelly Distinguished Public Service Award, 2012

VOLUNTEER WORK

- Boy Scouts of America
- Corner Health Center
- Emmanuel Lutheran Church
- High/Scope Educational Research Foundation
- Salvation Army
- Child and Family Service
- Washtenaw 100
- Washtenaw United Way
- Ypsilanti High School Choir Endowment Committee
- Ypsilanti Community Choir
- Ypsilanti Housing Commission
- Ypsilanti “Y” Committee
- American Legion
- Vietnam Veterans

APPENDIX B

Malpractice Insurance Declaration Page

NOTICE: THIS POLICY IS A CLAIMS-MADE POLICY. PLEASE READ THE POLICY CAREFULLY.

Policy Number

LHH 9675761 11

THE HANOVER INSURANCE COMPANY

440 Lincoln Street
Worcester, MA 01653
(A Stock Insurance Company, herein called the **Company**)

Issue Date 09/07/2023

Item 1. NAMED INSURED AND ADDRESS

Conlin, McKenney & Philbrick, PC
350 South Main Street
Suite 400
Ann Arbor, MI 48104

Item 2. POLICY PERIOD

Inception Date: 09/08/2023 Expiration Date: 09/08/2024
(12:01 AM standard time at the address shown in Item 1.)

Item 3. LIMIT OF LIABILITY

- a. \$5,000,000 for each **Claim**; not to exceed
- b. \$5,000,000 for all **Claims** in the Aggregate

Item 4. SUBLIMITS OF LIABILITY

Privacy and Security Liability Coverage a. \$1,000,000 for each **Claim**; not to exceed
b. \$1,000,000 for all **Claims** in the Aggregate

Item 5. DEDUCTIBLE

- a. \$50,000 each **Claim**
- b. N/A for all **Claims** in the Aggregate

Item 6. SUPPLEMENTAL COVERAGE LIMIT AND DEDUCTIBLE

	LIMIT	DEDUCTIBLE
Disciplinary Proceedings	\$25,000 per Insured / \$25,000 for all Insureds	\$0
Subpoena Assistance	\$5,000,000 / \$5,000,000 in the Aggregate	\$50,000
Crisis Event	\$25,000 per Event / \$25,000 in the Aggregate	\$5,000
Nonprofit Directors and Officers	\$25,000 in the Aggregate	\$0
Loss of Earnings	\$500 per Day \$20,000 per Insured \$50,000 in the Aggregate	Not Applicable

Item 7. RETROACTIVE DATE

Full Prior Acts

APPENDIX C

Firm Workflow Protocols



LAW OFFICES OF CONLIN, MCKENNEY & PHILBRICK, P.C.

SUMMARY OF FIRM WORKFLOW PRACTICES

Intake

- Initial screening and conflict check performed by attorney responsible for relationship:
 - Consult with client or prospective client upon identifying potential conflict of interest.
 - Refer or reject all matters in which there is an actual conflict of interest or matter is outside of Firm capabilities.
 - Follow up letter sent upon referral or rejection.
- Upon acceptance of engagement:
 - Meet with client/client representative.
 - Execute engagement agreement (new clients).
 - Complete job arrangement form for project.
 - Establish project team and conduct team strategy meeting with individual assignments.
 - Confirm project deadlines and preferred content.
 - Introduce project team to client via electronic mail.

General Communications Protocol

- Confirm client expectations concerning frequency and form of regular and special project updates.
 - For litigation matters, client updates will occur at least quarterly or as significant developments and/or case management milestones occur.
 - Lead counsel shall routinely keep the client apprised of any legal issues related to the claims of the opposing parties, risks of recovery/exposure, bankruptcy proceedings, and any other matters requested by the client.
- Project team members shall be copied on all client communications.
- Voice messages, emails, or other inquiries should be returned the same business day.
- Electronic file for voice messages generated at time of call and delivered to email inbox and cell phone of recipient.
- All project team members will maintain a current calendar shared among all Firm professional and administrative staff.
- Staff members on leave will activate out of office response features on email and voicemail, identifying point person for responding to incoming communications.
- Client receives copies of all documents prepared in connection with project or litigation matter, including any motions, pleadings, and responses.
- All papers and case filings will be maintained electronically in Firm document server.
- Closing letter will be sent to client upon conclusion of engagement.

General Workflow for Litigation Matters

I. Litigation Commencement/Response

- Record/evidence preservation communication to client.
- Initial investigation: request and review client document and A/V evidence production; conduct initial key witness interviews.
- Request and review client insurance claims documentation, requirements, exclusions and coverage declarations.
- Complete pre-litigation checklist:
 - Research and identify possible causes of action where client is the plaintiff or a counter-plaintiff.
 - Where client is a defendant, research and identify defenses to claims asserted and possible cross-claims, counterclaims, third party claims, and motions to dismiss in lieu of answer.
 - Communicate with carrier regarding requirements for advanced approval of all pleadings and papers to be filed.
 - Submit pre-litigation demand and preservation request in consultation with client.
 - Review case management protocols of assigned judge/arbitrator.
- Prepare, file and serve complaint (where client is the plaintiff)
- Prepare, file and serve (when applicable) motion to dismiss, motion for more definite statement of claims, or answer and affirmative defenses.
- Identify and retain experts where appropriate, in consultation with client.
- Prepare, in consultation with client, joint pretrial statement and proposed scheduling order.
- Attend pretrial scheduling and case management conference, recording all established deadlines in project team calendars.

II. Discovery

- Obtain releases for and subpoena medical records.
- FOIA requests to governmental agencies.
- Prepare and submit initial disclosures of witnesses and demonstratives as required by applicable court rules.
- Draft and serve written interrogatories, requests for admission, and requests for production to opposing party and docket response due date.
- In consultation with client, respond and/or object to any written discovery requests served by opposing party prior to docketed due date.
- Prepare for and conduct offensive and defensive depositions, including witness preparation for defensive depositions.
- Prepare for and conduct expert depositions.
- Obtain witness declarations as required.
- Schedule any necessary or demanded real and personal property inspections.
- Motion practice as needed regarding motions to compel and motions for entry of a protective order.

III. Case Evaluation and Trial

- Prepare and submit case evaluation summary as and when required by the Court.
- Pretrial motions – research, prepare and/or respond to (as required/within established case management deadlines):
 - Motions in limine to exclude evidence, experts and/or lay witnesses
 - Dispositive motions
 - Motions to amend pleadings and/or add parties
- Lead trial counsel to attend all pretrial conferences.
- Submit required witness and exhibit lists.
- Prepare trial documents, opening statement, demonstratives and witness outlines.
- Prepare and submit trial memorandum as required.
- Confirm jury instructions and conduct jury selection.
- Schedule testimonial experts.
- Conduct trial and prepare closing.
- Consider dispositive motion at close of opposing party's proofs.
- Post-judgment motions – research, prepare and/or respond to within established deadlines:
 - Motion for judgment notwithstanding the verdict
 - Motion to adjust monetary award
 - Motion for new trial
 - Notices of appeal and appellate briefs

IV. Resolution

- Updates to client as scheduled or in response to significant case developments.
- Participate in pretrial mediation or other ADR process as appropriate or ordered by the Court.
 - Confirm persons with full settlement authority attend.
- Pretrial settlement proposals exchanged and evaluated in consultation with client.
- Obtain third-party approval of settlements when required.
- Post-judgment/post-ADR accounting, lien resolution and collection/disbursement.



Response to the City of Ypsilanti REQUEST FOR PROPOSALS for Contractual Legal Services

**Daniel J. Kelly
The Kelly Firm, PLC
2825 University Drive
Auburn Hills, MI 48326
(248) 655-7025
Dan@kellyfirmplc.com**

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Daniel J. Kelly
Brittney K. Ellis
Wallace G. Long
Nancy L. Olind
Jake Mertes
Morgan McAtamney
Nicholas L. Castro
John Staran
P. Daniel Christ
Charles E. Dunn
Ralph (Skip) Maccarone III, Of Counsel
2825 University Drive
Auburn Hills, Michigan 48326
Office: (248) 655-7025

August 29, 2024

City of Ypsilanti
Attn: Andrew Hellenga, City Manager
1 South Huron Street
Ypsilanti, MI 48197

Re: The Kelly Firm Letter of Transmittal/ Regarding Proposal for City Attorney/Legal Services

Dear Mr. Hellenga,

Please accept this transmittal letter and the attached proposal from The Kelly Firm in response to the City of Ypsilanti Request for Proposals for City Attorney/Legal Services.

The Kelly Firm is proud to provide the City with the necessary experience, knowledge, and expertise needed for legal representation and litigation support. Members of the Firm focus exclusively on municipal law, are committed to serving local units of government and possess extensive experience representing several local governmental entities. The Firm is committed to providing legal services at an affordable and efficient rate. We have reviewed the RFP and accept the scope of work and contract terms as presented.

Our proposal includes the performance of legal services as set forth in the RFP and further outlined in our proposal. This packet constitutes our entire proposal to serve as legal representatives for the awarded term.

City of Ypsilanti
Attn: Andrew Hellenga, City Manager
August 21, 2024
Page 2

As President of The Kelly Firm, it would be a privilege to serve as the City's legal representative in any manner awarded. I will serve as the point-of-contact to address any questions regarding this response.

I want to thank the City of Ypsilanti for considering this proposal. On behalf of myself and the entire Kelly Firm, we are readily available to represent the City in a competent and efficient manner. Again, we thank you for your consideration.

Very truly yours,

THE KELLY FIRM, PLC

Daniel J. Kelly

Daniel J. Kelly

Qualifications Proposal:

1. THE KELLY FIRM BUSINESS PROFILE/FIRM EXPERIENCE

a. The Kelly Firm Organization and Structure

The Kelly Firm is a Professional Limited Liability Company licensed in the State of Michigan. The Firm is managed by its owner and president, Dan Kelly. The Firm consists of ten (10) attorneys, two (2) paralegals, a billing clerk, and an office manager. All attorneys are licensed to practice law in the State of Michigan before all State and Federal Courts.

b. Brief History of The Kelly Firm

The Kelly Firm was founded in 2018 by its president, Dan Kelly. Prior to establishing the Firm, for thirty years Mr. Kelly was a member and equity partner in one of the largest law firms in the Detroit Metropolitan area. He served as the head of the firm's Municipal Law Department and sat on its Board of Directors for over fifteen years. That experience and expertise has resulted in the extraordinary growth and success of The Kelly Firm. Committed to representing only municipal clients, the Kelly Firm offers ten (10) full-time attorneys with extensive experience and expertise in general municipal law, prosecutions, public labor and employment law, litigation, contract negotiations, ordinance drafting and all aspects of municipal law and governance.

c. Practice Areas

General Municipal Law

The Kelly Firm will provide professional services and advice in general municipal law. The Kelly Firm's attorneys are experts in interpreting Federal, State, and local statutes and regulations, including, but not limited to, Michigan Election Law, Open Meetings Act, Freedom of Information Act, and Michigan Zoning and Enabling Act. In addition, The Kelly Firm's attorneys are experts in Ordinance drafting and enforcement, Charter interpretation, Building Codes, development and land use, economic development, planning and zoning, environmental liability (NREPA, RTFA, Brownfields, etc.), and governance responsibilities and obligations. The Kelly Firm provides training to Department Heads, City Council, Boards and Commissions as required.

Prosecutions

The Kelly Firm handles prosecution services on behalf of several municipal clients. Currently, The Firm provides prosecution and code enforcement services for the Cities of Pontiac, Grosse Pointe Park, as well as Oakland, Orion, and Oxford Townships.

These services include the prosecution of civil infractions, ordinance violations, misdemeanors, condemnation matters, and code compliance and related violations. Jake Mertes, Deja Vasquez, and Skip Maccarone serve as primary attorneys in this area.

Labor and Employment

The Firm has a solid labor and employment bench with combined experience exceeding 60 years. We have experience in negotiating labor agreements, developing and amending policies, resolving disputes, and managing day-to-day human resource related matters. The Kelly Firm's attorneys are experts in connection with employment matters, such as leave and absence management (FMLA, ADA, etc.), selection and recruitment (UGES) Public Employment Relations Act and related collective bargaining guidelines, corrective action and termination, wage and hours regulations (FLSA), harassment and discrimination investigation (EEO and MDCR). Dan Kelly, Skip Maccarone, and Nancy Olind serve as primary attorneys in this area.

General Contract Negotiation and Review

The Kelly Firm is experienced in the negotiation and development of numerous contracts. These include general reviews and advisement on the content of terms ranging from simple agreements to more complex documents with numerous parties or complicated conditions, including inter-local agreements. For example, we negotiate Development Agreements on a regular basis (Planned Unit Development Agreements, Condominium Documents, Conditional Rezoning Agreements, Multi-Use Development Agreements, etc.). In addition, we also negotiate Rehabilitation Agreements for blighted properties on behalf of numerous communities.

Assessing

The Kelly Firm supports the assessment and property tax revenue related to collections for a number of our clients. We routinely work with opposing counsel for Petitioners to protect the interest of the collecting communities. We have represented clients through reaching settlements as well as extensive litigation efforts in the Michigan Tax Tribunal, State Tax Commission proceedings, and matters taken up in the courts.

d. Office Space and Support Staff

The Kelly Firm is located at: 2825 University Drive, Auburn Hills, Michigan 48326. The office phone number is (248) 655-7025. In addition to the ten attorneys, there are two full-time paralegals on staff, a billing clerk, and an office manager.

The Kelly Firm employs two full-time Paralegals. Rebecca Kimball is a graduate of The University of Michigan with a Bachelor of Applied Science. Rebecca also holds a degree in Business from Baker College, completing the Paralegal program of studies with a Paralegal Certificate.

Rebecca graduated Cum Laude from both Baker College and The University of Michigan. Rebecca brings over 30 years of experience to the Firm as a paralegal.

Jennifer Jidas is a graduate of Oakland Community College. Jennifer pursued an Associates of Applied Science, completing the Paralegal program of studies with a Paralegal Certificate. Jennifer formerly worked at the 50th District Court where she assisted with a wide range of cases related to building safety and prosecutions.

2. FIRM EXPERIENCE

a. Name of primary contact and current principal responsibilities:

Dan Kelly and Brittney Ellis would be designated as the main Attorneys and point of contact for the City of Ypsilanti. Work may be assigned to Kelly Firm Associates by Dan Kelly or Brittney Ellis, based on their area of expertise.

b. Dan Kelly (P41315), President

Dan Kelly has been practicing municipal law for thirty-five years. Prior to opening his firm, Mr. Kelly was a partner and head of the municipal law division at one of Metro-Detroit's largest law firms. Mr. Kelly is well respected throughout legal community and has been rated for many years as "AV Pre-Eminent" by Martindale Hubbell, the highest possible rating for judges and lawyers in both legal ability and ethical standards. Additionally, Mr. Kelly has been a "Super Lawyer" in municipal law since 2006 and one of the nation's Top Lawyers based on a survey of his peers by Leading Lawyers.

Dan has provided legal service in the areas required by this RFP including, but not limited to, the following:

- | | | |
|----------------|-----------------|----------------|
| • Land use | • Tax Increment | • Municipal |
| • Zoning | Financing | Authority |
| • Growth | • Environmental | Agreements |
| management | Law | • Public Works |
| • Election law | • Inter-Local | • Employment |
| | Agreements | Law |

In addition to his legal experience, Dan has a long history of service on governmental boards, including eight years on the Independence Township Board of Trustees and Planning Commission and six years on the Oakland Community College Board of Trustees, where he also served as Board Chair. Currently, Dan serves as Chair on Michigan State University's Board of Trustees, a state-wide position that oversees a 3.5-billion-dollar budget.

Dan serves as the General and Labor Counsel for Orion, Oakland, Oxford and Independence Townships. He is also General Counsel for the City of Pontiac, Grosse

Point Park, Lapeer County and represents the Oakland County Water Resource Commissioner. Additionally, the Firm is Labor Counsel for Macomb Township and the City of Auburn Hills.

Many of the Firm's attorneys are actively involved in local boards and commissions, both in elected and volunteer positions. The Firm puts an emphasis and priority on Public Service.

Brittney Ellis (P82898), Managing Attorney

Brittney Ellis has always primarily practiced municipal law and this experience shows in her ability to seamlessly advise clients. At The Kelly Firm, Brittney is the resident expert in advising on general municipal law, real property law, right to farm, land use, environmental law, marihuana law and ordinances. She has experience advising and guiding clients through the process of ordinance drafting; contract review and administration; planning, zoning, and development; compliance with Open Meetings Act and FOIA requirements; special assessments; property maintenance/nuisance abatement; property transactions for local governmental entities, including acceptance of new roads and public utilities in connection with new developments; as well as the acquisition of land for public projects; and all aspects of general municipal litigation.

Brittney has provided legal service in the areas required by this RFP, including but not limited to, the following:

- | | | |
|----------------|-----------------|----------------|
| • Land use | • Tax Increment | • Municipal |
| • Zoning | Financing | Authority |
| • Growth | • Environmental | Agreements |
| management | Law | • Public Works |
| • Election law | • Inter-Local | • Employment |
| | Agreements | Law |

In addition to her legal experience, Brittney was recently named as one of 40 elite professionals living and working in Oakland County under 40 years of age (Oakland County's 40 under 40 list) and made the Super Lawyers 2022 and 2023 Rising Stars list. She is also an honoree on the 2023 Hour Detroit Top Women Attorneys list.

Ralph "Skip" Maccarone (P35144), Of Counsel

Skip Maccarone has an equally long and extensive background as a public servant, police officer, and elected official.

Mr. Maccarone served for eight years as Township Supervisor for Shelby Township and was the Executive Director of the Macomb County Charter Commission. He also served as Macomb County's interim Chief Assistant Prosecutor.

Skip has provided legal service in the areas required by this RFP, including, but not limited to, the following:

- Land use
- Zoning
- Growth management
- Election law
- Tax Increment Financing
- Environmental Law
- Inter-Local Agreements
- Municipal Authority Agreements
- Public Works
- Employment Law

Skip has negotiated contracts and also arbitrated them from the head table. He has the distinction of being one of a limited number of 312 Arbitrators who preside over collective bargaining disputes that arise with public safety labor organizations.

Nancy Olind (P73723), Senior Associate Attorney

Nancy Olind is a skilled labor and employment attorney and has an extensive municipal service background with 20-plus years of local government experience.

Nancy has provided legal service in the areas required by this RFP including, but not limited to, the following:

- Labor Law
- Election Law
- Tax Tribunal
- Employment and Human Resource Law
- Contract Negotiation

Nancy's experience and expertise in labor and human resource law will be used to support Ypsilanti City with employment matters, labor issues, policy review and interpretation, benefits, unemployment, and workers' compensation. Nancy regularly provides training to employees and organizational leaders regarding employment matters such as harassment and discrimination, policy and compliance, compensation and benefits, and other special topics. In addition, Nancy advises on issues related to election law and tax assessments.

Morgan McAtamney (P80047), Senior Associate Attorney

Morgan McAtamney has a significant litigation background and, in addition to advising and representing Municipalities throughout Southeast Michigan on general municipal matters, is the lead litigator for the Kelly Firm.

Prior to her employment at the Kelly Firm, Morgan litigated cases for eight (8) years in Wayne, Macomb, Oakland, Beverly Hills, Washtenaw, Genesee, and Livingston Counties. In addition to her litigation experience, Morgan is in daily contact with municipal clients advising on everything from planning and zoning and land use to ordinance amendments. Morgan's extensive research and writing experience in litigation has been a significant benefit to municipal clients facing new legal challenges for the first time.

Morgan has provided legal service in the areas required by this RFP, including, but not limited to, the following:

- Land use
- Zoning
- Municipal Authority Agreement
- Inter-Local Agreements
- Tax Increment Financing
- Employment Law
- Municipal Authority Agreements
- Public Works
- Prosecution

John Staran, Senior Associate Attorney

John Staran is an experienced practitioner in all aspects of municipal law, including advice, representation and litigation on behalf of public officials, boards and commissions. General practice includes business transactions, zoning and land use, environmental, real estate, property taxation, construction, and general civil. Mr. Staran has been rated AV Preeminent (highest rating) by Martindale Hubbell and was named in Michigan Super Lawyers from 2008 – 2021.

John has provided legal service in the areas required by this RFP, including, but not limited to, the following:

- Municipal Law
- Zoning and Land Use
- Real Estate
- Property Taxation
- Historic Preservation
- Business
- Construction
- Environmental
- General Civil

P. Daniel Christ, Senior Associate Attorney

Dan Christ (principal), rated AV Preeminent (highest rating) by Martindale Hubbell and named in Michigan Super Lawyers, concentrates his practice on local government law, real estate and general business matters. He has experience in Freedom of Information Act and Open Meetings Act, zoning and land use and general civil and criminal litigation. He is a member of the Governmental and Real Property Law sections of the State Bar of Michigan and a member of the Oakland County Bar Association Municipal Law Committee.

He is currently the City Attorney for the City of Ferndale and City Attorney for the City of Berkley and the assistant City Attorney for the City of Rochester Hills. He also currently represents the City of Ludington Charter Commission and the City of Pontiac Charter Commission, Rochester Avon Recreation Authority and the Washington Bruce Romeo Parks and Recreation and Star Transportation Commission.

Dan has provided legal service in the areas required by this RFP, including, but not limited to, the following:

- Municipal Law
- Real Estate
- Zoning and Land Use
- General Commercial
- Construction Litigation
- Open Meetings Act
- Freedom of Information Act
- Property Annexation
- Election Law

Jake Mertes (P82913), Associate Attorney

Jake Mertes joined the Firm in 2022 and practices in all areas of general municipal law. In his time at the Kelly Firm, Jake has transitioned into the role as lead Prosecutor for the Cities of Pontiac and Grosse Pointe Park. Prior to joining the firm, Jake was the Clerk for the Honorable Judge Carniak at the 52-3 District Court in Rochester Hills. His years at the Court provided him with a unique insight into municipal matters, including code enforcement actions, misdemeanor ordinances, state prosecutions, felony matters, and the mechanics of litigation from the initiation of a civil suit or filing of criminal charges to post-judgment motions and probation.

Jake has provided legal service in the areas required by this RFP, including, but not limited to, the following:

- Land use
- Zoning
- Election Law
- Prosecutions
- Environmental Law
- Municipal Authority Agreements
- Public Works
- Inter-Local Agreements

Nicholas L. Castro (P82858), Associate Attorney

Nick is an experienced attorney who specialized in regulatory and business law in his prior roles. Nick has worked on complex M&A's, attended municipal board meetings representing businesses interests, and worked closely with local municipal authorities on land use and zoning issues. Nick's familiarity with state and local regulations, code enforcement concerns, and private business operations makes him a versatile addition to the Firm.

Nick has provided legal service in the areas required by this RFP, including, but not limited to, the following:

- Land use
- Zoning
- Prosecutions
- Environmental Law
- Cannabis Law
- Inter-Local Agreements
- Municipal Authority Agreements
- Public Works

Charlie Dunn (P54791), Senior Associate Attorney

Charles E. Dunn is an Environmental Attorney with The Kelly Firm. With a Chemical Engineering degree from the University of Michigan, for nearly 30 years, Charlie has focused his practice primarily on environment law. He has significant experience in air, water, wetlands and soil erosion permitting and enforcement, hazardous substance clean-up matters, Brownfield re-development, and environmental real estate transactions.

Over the course of his legal career, Mr. Dunn has represented an array of cities, townships, counties, road commissions, drain and water resource offices, as well as Fortune 500 companies. Mr. Dunn also served as Vice President and Chief Legal Officer for the largest natural gas cogeneration electric generating facility in North America.

c. Legal training and years of practice (including date of admittance to the Michigan Bar); Information about legal training and years of practice is provided below. Additional information about each attorney is provided in the attorney bios in Appendix A.

Kelly Firm Attorney	Legal Training	Years of Practice	MI Bar Admittance
Dan Kelly	University of Detroit School of Law	35	May 1988
Brittney Ellis	Michigan State University College of Law	6	November 2018
Nancy Olind	Western Michigan Thomas M. Cooley Law School	14	May 2010
Morgan McAtamney	Michigan State University College of Law	9	November 2015
John Staran	University of Notre Dame Law	40	May 1983
Dan Christ	University of Detroit School of Law	32	November 1991

Jake Mertes	University of Wisconsin Law School	6	November 2018
Nick Castro	Michigan State University College of Law	5	May 2018
Skip Maccarone	Detroit College of Law	40	May 1983
Charles E. Dunn	Thomas Cooley Law School	27	May 1996

d. Knowledge and/or experience with Michigan municipal law;

Our Attorneys are experts in municipal law and advise and consult on all of the following issues:

- (1) Federal , State, and Local litigation matters
- (2) Ordinance drafting and enforcement
- (3) Liability issues and complex claims settlements
- (4) Prosecutions
- (5) Marihuana advising and ordinance drafting (MRTMA, MMFLA, MMMA etc.)
- (6) Freedom of Information Act (FOIA)
- (7) Robert’s Rules and general meeting decorum training
- (8) Open Meetings Act
- (9) Employment
- (10) Human resources law (FMLA, ADA, Worker’s Compensation, disability, etc.)
- (11) Labor and employee relations
- (12) Harassment and discrimination
- (13) Environmental liability (NREPA, RTFA, Brownfields, etc.)
- (14) Alternative dispute resolutions
- (15) Law enforcement liability
- (16) Real estate claims (construction contracting; construction litigation; development; condemnation; IRS, property tax assessments); and other general legal matters and services, as may be required or requested by Lapeer County.

3. PROPOSED FEE STRUCTURE

The Kelly Firm provides efficient and cost-effective rates for all our legal services. The attorney hourly rate is one hundred seventy-five (\$175.00) dollars. We are more than willing to discuss an annual retainer amount once we receive more precise data.

The Firm does not typically charge non-litigation administrative costs, such as copying, postage, or other routine administrative expenses.

In extraordinary cases (i.e., thousands of pages of copying for a single project), the Firm may request an “actual cost” reimbursement or recommend that such extraordinary costs be performed by a third-party. To date, however, the Firm has not had to request such an extraordinary charge from any client. Costs such as parking and litigation costs or fees will be billed at actual costs. Travel and mileage will be billed in accordance with the IRS-published rate or as agreed by contract.

4. CONFLICTS OF INTERESTS

The Kelly Firm does not have any known conflict of interest in representing the City of Ypsilanti. Our practice is to utilize an extensive conflict check in all retained matters. We also acknowledge the City will not waive conflicts should The Kelly Firm be determined as the successful bidder. We do not foresee any existing client or matters constituting a potential conflict of interest in representing the City.

The Kelly Firm believes the best testament to our service and quality is provided by our current clients. Accordingly, we invite you to contact any representative from our client roster as provided in Section 8 of this Response to RFP.

5. DISCIPLINE

The attorneys affiliated with the firm have always upheld the highest standards of professional conduct and ethics, leading to a clean disciplinary record without any instances of misconduct or disciplinary actions being taken against them. This demonstrates the firm’s commitment to excellence and adherence to ethical guidelines within the legal profession.

6. REFERENCES

Our Firm invites you to contact any representative from our client roster referenced below:

Charter Township of Orion
2323 Joslyn Road
Lake Orion, MI 48360
Chris Barnett,
Township Supervisor
(248) 309-6901
cbarnett@oriontownship.org

Charter Township of Oakland
4393 Collins Road
Rochester, MI 48306
Robin Buxar, Supervisor
(248) 651-4440
akline@oaklandtownship.org

City of Pontiac
47452 Woodward Ave,
Pontiac, MI 48342
Rachel Loughrin, Economic
Development Director
(248)758-3000
rloughrin@pontiac.mi.us

City of Grosse Pointe Park
15115 E. Jefferson
Grosse Point Park, MI 48230
Nick Sizeland, City Manager
(313)822-6200
sizelandn@grossepointepark.org

City of Auburn Hills
1827 N. Squirrel Road
Auburn Hills, MI 48326
Tom Tanghe, City Manager
(248)370-9440
ttanghe@auburnhills.org

WRC
One Public Works Drive
Waterford, MI 48328
Megan Koss or Kelsey Cook,
General Counsel
(248) 858-0958
wrc@oakgov.com

Charter Township of Macomb
54111 Broughton
Macomb Township, MI 48042
Frank Viviano, Township
Supervisor
(586) 586-992-0710, Ext. 2294
vivianoF@macomb-mi.gov

City of Belleville
6 Main Street
Belleville, MI 48111
Jason Smith, City Manager
(734) 252-4307
jsmith@belleville.mi.us

Charter Township of Oxford
300 Dunlap Road
Oxford, M 48371
Jack Curtis, Township Supervisor
(248) 628-9787, Ext. 109
jcurtis@oxfordtownship.org

Charter Township of Independence
6483 Waldon Center Drive
Clarkston, MI 48346
Cari Neubeck, Township Clerk
(248) 625-5111, Ext. 203
cneubeck@indtwp.com

Lapeer County
255 Clay St.
Lapeer, MI 48446
Moses Sanzo, Administrator/Controller
(810) 358-7953
msanzo@lapeercounty.org

City of Garden City DDA
29213 Ford Road
Garden City, MI 48135
John Prosch, Interim Director
(734) 261-2830
john@downtowngardencity.com

SUPPLEMENATAL MATERIAL OR INFORMATION

- Detailed biographies for each Kelly Firm attorney are attached in **Appendix A**.
- Required Insurance Documents are attached in **Appendix B**.

THE KELLY FIRM, PLC

Daniel J. Kelly

By: Daniel J. Kelly
Its: President
2825 University Drive
Auburn Hills, Michigan 48326

Contact:

Daniel J. Kelly
dan@kellyfirmplc.com
(248) 655-7025

Dated: August 21, 2024

Appendix A

Attorney Resumes

DANIEL J. KELLY

Mr. Kelly concentrates his practice in the areas of municipal and public sector labor law. Currently, Dan represents the Townships of Orion, Oakland, Oxford, Independence, Macomb, and the Cities of Auburn Hills, Pontiac, and Grosse Pointe Park. Over his 30 years as an attorney, he has successfully defended numerous townships, municipalities, school districts, police agencies, and employers at all levels of the litigation process in front of numerous State, federal, and appellate courts. Dan has focused his practice on the representation of local municipalities, primarily due to his love of local government. With his extensive trial experience, Mr. Kelly has been asked to serve as a court-appointed mediator and lecturer on numerous issues involving governmental entities, risk management, labor, and liability exposure.



Dan puts a premium on preventative techniques to avoid the high costs of litigation. He has completed two associate programs in Risk Management and Risk Management for Public Entities certified by AICPCU/IIA. Additionally, he has completed the training and certification by the Michigan Supreme Court as a court-appointed mediator/facilitator. His unique experience in law and having sat as an elected official at the local, City, and state levels give him a unique perspective with regard to the representation of townships and local municipalities. Currently, Mr. Kelly sits on the State-wide elected Board of Trustees for Michigan State University, where his fellow Board members have selected him as the Board's Chair.

Areas of Practice

- Township Municipal Law
- Employment and Labor Law
- Land Use and Real Estate Law
- Tax Tribunal
- Business and Commercial Law Litigation

Bar Admissions

- State Bar of Michigan, admitted 1988.
- U.S. District Court, Eastern District of Michigan
- Sixth Circuit Court of Appeals
- Michigan Supreme Court

Experience

- MSU one-year fellowship Governmental Leadership; Michigan Political Leadership Program (MPLP)
- Supreme Court of Michigan certified and selected as mediator/facilitator for Oakland,

- Macomb, and Wayne Courts.
- Invited speaker and instructor for numerous public entities involving governmental law issues, including Michigan Association of School Boards (statewide teleconference on civil rights claims), Michigan Townships Association, and various local municipalities and school districts.

Professional Leadership/Memberships

- Michigan State University Board of Trustees (Chair)
- Oakland Community College Board of Trustees (Chair)
- State Bar of Michigan
- Oakland County Bar Association
- Michigan Township Association
- Association of School Lawyers
- Former Trustee, Independence Board of Trustees
- Former Independence Township Planning Commission
- Independence Township Parks and Recreation Advisory Commission
- Independence Township Representative for union, cable, and ordinance revision committees
- Lake Board representative for Lake Oakland, Van Norman, Waumegah, and Mill Ponds
- Auburn Hills Chamber of Commerce Board Member

Honors/Awards

- Martindale-Hubbell Highest Award for Peer and Judicial Review Rated “AV-Preeminent”
- Super Lawyers 2010 to Present
- Business Metro Detroit “Top Lawyers” 2010 to Present

Education

- University of Detroit Mercy School of Law, Detroit, Michigan, J.D.
- Associate Degrees in Risk Management for Public Entities and Risk Management, certification testing authorized by AICPCU/IIA

RALPH ‘SKIP’ MACCARONE

A former member of the Detroit Police Department, Ralph “Skip” Maccarone has been a practicing attorney for over forty years. He was Supervisor of the Charter Township of Shelby for eight years. He is a Michigan Employment Relations Commission arbitrator, factfinder, and grievance administrator; and a Commercial and Employment Panel Member Arbitrator of the American Arbitration Association. He has served as interim legal counsel to the Macomb City Board of Commissioners, interim Macomb City Corporation Counsel, Chief Assistant Prosecuting Attorney for Macomb City, and was Executive Director of the Macomb City Charter Commission, responsible for creating the Executive form of government for Michigan’s third most populous City.



As a former member of Walsh College’s adjunct faculty, he has taught American Public Administration and Governmental Management. He is a member of the State Bar of Michigan Alternative Dispute Resolution, Business Law, Labor & Employment Law, Public Corporation Law, and Real Property Law Sections. He is Martindale-Hubbell Peer and Judicial Review Rated “AV Preeminent.” Mr. Maccarone also serves as a Macomb Circuit Court Civil and Neutral Labor and Employment Law Case Evaluator. On behalf of The Kelly Firm, Mr. Maccarone provides labor and employment law advice to the City of Auburn Hills, and is the municipal prosecutor for Oakland, Orion, and Oxford Townships in the 52-3 District Court.

Areas of Practice

- Employment & Labor Law
- Prosecutions and Municipal Law
- Land Use and Real Estate Law
- Business Law

Bar Admissions

- State Bar of Michigan, admitted 1983.
- United States District Court for the Eastern District of Michigan
- United States Court of Appeals for the Sixth Circuit
- United States Supreme Court

Experience

- Business, Employment, Labor and Real Estate Law Practice 1983-2000
- Township Supervisor - Charter Township of Shelby, Macomb City, Michigan 2000-2008
- Executive Director of Macomb City Charter Commission 2009
- Interim Independent Legal Counsel to the Macomb City Board of Commissioners 2011
- Michigan 41-A District Court Civil Case Evaluator 2012
- Interim Macomb City Corporation Counsel 2013
- Adjunct Faculty Member, Walsh College, Troy, Michigan 2009-2014
- Macomb Circuit Court Civil and Neutral Labor and Employment Law Case Evaluator

Professional Leaderships/Memberships

- Focus Macomb Transportation Committee Member 2007-2008
- Member of Michigan Legislative Commission on Statutory Mandates 2008
- American Arbitration Association National Roster Commercial Arbitration Panel Member
- Michigan Employment Security Commission Act 312 and Municipal Sector Labor Arbitrator, Fact Finder, and Grievance Administrator
- State Bar of Michigan Alternative Dispute Resolution, Business Law, Labor & Employment Law, Public Corporation Law, Real Property Law, and Master Lawyers Sections Member

Honors/Awards

- Listed in “dBusiness” Magazine as one of Metro Detroit’s Top Lawyers 2010
- Martindale-Hubbell Peer and Judicial Review Rated “AV Preeminent”

Education

- Detroit College of Law, J.D.
- Wayne State University, B.S. in Criminal Justice

BRITTNEY K. ELLIS

Brittney Ellis dedicates her practice exclusively to municipal law. She has extensive expertise in advising municipality's regarding complex planning & zoning issues, and is experienced in real property law, environmental law, and cannabis law. She has experience advising and guiding clients through the process of ordinance drafting; contract review and administration; planning, zoning, and development; compliance with the Open Meetings Act and FOIA requirements; elections issues; special assessments; property maintenance/nuisance abatement; property transactions for local governmental entities, including acceptance of new roads and public utilities in connection with new developments; the acquisition of land for public projects; and all aspects of general municipal litigation.



Brittney received her J.D. from Michigan State University College of Law. While in law school, she interned in the legal departments of the Michigan Department of Environmental Quality, Diplomat Specialty Pharmacy, and the Nature Conservancy. Brittney was an Associate Editor of Michigan State's Journal of Animal and Natural Resource Law and the Jeffrey and Cynthia Littman Fellow at The Nature Conservancy. Prior to joining the Firm, she worked as a Law Clerk at The Association of Fish & Wildlife Agencies. Ms. Ellis was elected to sit on the Oakland City Conservation District Board in 2018 (and reelected in 2023) and appointed as the Board's Vice-Chair by her fellow board members. She is also an active member of the Oakland City Bar Association's Municipal Law Committee. She was a 2022 Michigan Political Leadership Fellow at Michigan State University. Brittney was recently named as one of 40 elite professionals living and working in Oakland City under 40 years of age (Oakland City's 40 under 40 list) and made the Super Lawyers 2022 and 2023 Rising Stars list. She is also an honoree on the 2023 Hour Detroit Top Women Attorneys list.

Areas of Practice

- General Township and Municipal Law
- Real Property, Land Use Planning, and Zoning
- Environmental and Administrative Law
- Cannabis Law
- Employment and Labor Law
- Prosecutions

Bar Admissions

- State Bar of Michigan (admitted 2018)
- U.S. District Court, Eastern District of Michigan (admitted 2019)

Professional Leadership/Memberships

- Oakland City Conservation District Board of Directors (Vice-Chair)
- MSU's Michigan Political Leadership Program (MPLP)
- Oakland City Bar Association
- Oakland City Municipal Law Committee
- Young Lawyers Section of the State Bar of Michigan
- Michigan Townships Association

- Former Associate Editor of the MSU Journal of Animal & Natural Resource Law
- Former Editor of the Wildlife Law Call

Honors/Awards

- Oakland City's 40 Under 40 (2022)
- Hour Detroit Top Women Attorneys (2023)
- Super Lawyers Michigan Rising Stars (2022/2023)
- Equal Justice Works Public Interest Law Scholarship Recipient
- Jeffrey and Cynthia Littman Scholarship Recipient
- Lake Forest College Outstanding Senior Thesis Award
- Gates Center Leadership Scholar Award

Education

- Michigan State University College of Law, East Lansing, Michigan, J.D.
- Lake Forest College, Lake Forest, Illinois, B.A. in Environmental Science

NANCY LYNN OLIND

Nancy has a wide range of professional experience in law and general employment practices. She has developed and sharpened her skills over 25 years with practice advising both private and public employers. The bulk of her experience is predominantly in the public sector supporting local municipalities where she has served as a government employee, leader, consultant, and advisor. Because she has worked on both sides of the table, her specialized experience provides her with enhanced labor and employee relations knowledge. Nancy's work history includes guiding leaders on best employment practices, including general human resources law, labor relations, employee relations, discrimination and harassment, strategic planning, conflict management and mediation, training and development, executive coaching, employee engagement, and performance management.



Prior to joining the Kelly Firm, Ms. Olind most recently worked for the Detroit Medical Center where she was responsible for employment services impacting more than 3000 employees. Ms. Olind's municipal experience includes her executive leadership role as Assistant Human Resources Director and Chief of Labor for the City of Cincinnati where she conducted contract negotiations with public safety, supervisory, front-line, and professional unions. She also oversaw recruitment and selection, advised on employee relations issues, led diversity initiatives, and served the Civil Service Commission. Closer to home, Nancy worked in various positions at Wayne City for more than 16 years where she supported the development of strategic planning for all City departments and elected offices. Nancy retired from Wayne City as the Director of Organizational Effectiveness. Nancy's experience in the public and private sector have provided her with the experience and resources to effectively partner with her clients to resolve employment concerns.

Ms. Olind graduated cum laude from the Thomas M. Cooley Law School in 2010 and has since been a licensed member of the State Bar of Michigan. She also holds a Master's Degree in Organizational Management, as well as a Bachelor's Degree in Psychology and Communications.

Areas of Practice

- Employment and Human Resources Law
- Labor Law
- Tax Tribunal
- Election Law
- General Township and Municipal Law

Bar Admissions

- State Bar of Michigan, admitted 2010.

Professional Leadership/Memberships

- State Bar of Michigan Labor and Employment Section
- Oakland City Bar Association
- Michigan Townships Association
- Former Associate Moot Court Teaching Assistant
- Society of Human Resource Management

Honors/Awards

- Wayne City Outstanding Employee Award
- Wayne City Outstanding Team Award

Education

- Bachelor of Science, Psychology/Communications, Ypsilanti, Michigan
- Master of Arts, Organizational Management, Spring Arbor University
- Thomas M. Cooley Law School, cum laude, Auburn Hills, Michigan

JACOB “JAKE” MERTES

Jake Mertes recently joined the firm and brings a wealth of energy and practical experience. Prior to joining the firm, Jake was the Clerk for the Honorable Judge Carniak at the 52-3 District Court in Rochester Hills. His years at the court provided him with a unique insight into municipal matters, including code enforcement actions, misdemeanor ordinances and state prosecutions, felony matters, and the mechanics of litigation from the initiation of a civil suit or filing of criminal charges to post judgment motions or probation.



Prior to working at the Court, Jake practiced civil litigation throughout the Metro-Detroit area in both District and Circuit Court. While at the University of Wisconsin Law School, Jake demonstrated his commitment to community service as a leading participant in clinics providing free legal services to nascent entrepreneurs and early-stage companies.

Areas of Practice/Experience

- Municipal & Government
- Civil Litigation
- Prosecutions
- Criminal Defense
- Election Law
- Freedom of Information and Open Meetings
- Income Tax Enforcement and Collection
- Collections
- Legal Research and Writing

Bar Admissions

- State Bar of Michigan, admitted 2018.
- State Bar of Wisconsin, admitted 2018.

Professional Leadership/Memberships

- Oakland City Bar Association, 2022

Education

- University of Wisconsin Law School, Madison, Wisconsin, J.D.
- Michigan State University, East Lansing, Michigan, B.A. in Political Science

MORGAN MCATAMNEY

Morgan McAtamney comes to the Kelly Firm from a litigation background. Morgan has been a practicing attorney for eight (8) years handling primarily family and criminal law. Morgan has been employed at a variety of locations across Michigan including working at the Ingham City Prosecutor's Office and Legal Services of Northern Michigan in Marquette. However, she has primarily worked and resided in the metro Detroit area handling cases in Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties.

Morgan graduated magna cum laude from the Michigan State University College of Law where she was a King's Scholar. She also attended Michigan State University for her undergraduate degree.



Areas of Practice/Experience

- Municipal & Government
- Civil Litigation
- Prosecutions
- Criminal Defense
- Family Law
- Bankruptcy

Bar Admissions

- State Bar of Michigan, admitted, 2015.
- Federal Bar, admitted, 2017.

Professional Leadership/Memberships

- Oakland City Bar Association, 2022

Education

- Michigan State University, East Lansing, Michigan, J.D.
- Michigan State University, East Lansing, Michigan, B.A. in Political Science

JOHN D. STARAN

(Of Counsel), rated AV Preeminent (highest rating) by *Martindale Hubbell* and named in *Super Lawyers*, 2009 - 2019, concentrates his practice in most aspects of local government law. Mr. Staran also maintains a general civil practice, with areas of concentration including civil litigation, business, construction, zoning and land use, environmental, historic preservation, property taxation, and real property law matters.

Mr. Staran is the City Attorney for the Cities of Berkley and Rochester Hills. He was formerly the Village Attorney for the Village of Franklin and City Attorney for the City of Eaton Rapids. He has previously provided legal representation to the City of Birmingham. He is former chairperson of the Oakland County Bar Association Municipal Law Committee.



Mr. Staran has written and lectured at seminars and conferences on zoning and land use, land division, historic preservation, sign regulation, ordinance enforcement, property taxation and other municipal topics. Mr. Staran has represented local government units in District and Circuit Courts, Michigan Court of Appeals, Michigan Supreme Court, U.S. District Court, U.S. Court of Appeals, Michigan Tax Tribunal, State Tax Commission, State Historic Preservation Review Board, and other administrative agencies. He is a member of the Local Government Law and Real Property Law Sections of the State Bar of Michigan, and the Municipal Law Committee of the Oakland County Bar Association. Mr. Staran graduated from the University of Michigan-Dearborn (with distinction) and earned his Juris Doctor from the University of Notre Dame.

Areas of Practice/Experience

- Municipal Law
- Eminent Domain
- Land Use and Zoning
- Real Estate
- Property Taxation
- Historic Preservation
- Construction
- Business
- Environmental and General Civil

Bar Admissions

- State Bar of Michigan

Professional Leadership/Membership

- State Bar of Michigan
- Local Government Law Section
- Real Property Law Section
- Oakland County Bar Association
- Municipal Law Committee (Past Chairperson)

Honors/Awards

- Martindale Hubbell Rating: AV Preeminent (Highest Rating)
- Michigan Super Lawyers 2008-21

Education

- University of Notre Dame Law School, J.D.
- University of Michigan-Dearborn, B.A., with distinction

P. DANIEL CHRIST

Christ (principal), rated AV Preeminent (highest rating) by *Martindale Hubbell* (2004-2024) and named in *Super Lawyers*, 2013 – 2024, concentrates his practice in local government, zoning and land use, construction law, business, and general commercial litigation. He is currently the City Attorney for the City of Ferndale and City Attorney for the City of Berkley and the assistant City Attorney for the City of Rochester Hills. He also currently represents the City of Ludington Charter Commission and the City of Pontiac Charter Commission, Rochester Avon Recreation Authority and the Washington Bruce Romeo Parks and Recreation and Star Transportation Commission. He has previously represented the Charter Township of West Bloomfield, City of Lake Angelus, City of Ypsilanti, City of Birmingham and the Lincoln Consolidated School District and Dearborn School District. He has advised various government clients on election matters and has represented government clients before District and Circuit Courts, the Michigan Court of Appeals, U.S. District Court, U.S. Court of Appeals, the Michigan Tax Tribunal, Michigan State Board of Education, Michigan Liquor Control Commission, State Historic Preservation Review Board, and other administrative agencies. He has lectured and written on matters concerning the Michigan Freedom of Information Act, Michigan Open Meetings Act and zoning and land use matters. He is a member of the Oakland County Bar Association's Municipal Law Committee, Michigan Association of Municipal Attorneys, and is a past President of the Michigan Council of School Attorneys. He is a member of the Public Corporation and Real Property Law Sections of the State Bar of Michigan. Mr. Christ graduated from Michigan State University and earned his Juris Doctor at the University of Detroit.



Areas of Practice/Experience

- Municipal Law/School/Governmental
- Real Estate
- Zoning and Land Use
- General Commercial and Construction Litigation
- Title Disputes and Construction Liens
- Freedom of Information and Open Meetings
- Property Annexation/Taxation
- Election Law

Bar Admissions

- State Bar of Michigan, admitted, 1991.

Professional Leadership/Membership

- Oakland County Bar Association
- Michigan Council of School Attorneys (Past President 2000-2001)
- Oakland County Municipal Law Committee

Education

- University of Detroit School of Law, Detroit MI, Juris Doctorate 1991
- London Law Program Regent's Park, England; Study of International Law and EEC
- Michigan State University, East Lansing, MI; B.A. Arts and Letters 1987

NICHOLAS L. CASTRO

Nick Castro practices in all areas of general municipal law. Nick is an experienced attorney who specialized in regulatory and business law in his prior roles. Nick has worked on complex M&A's, attended municipal board meetings representing businesses interests, and worked closely with local municipal authorities on land use and zoning issues. Nick's familiarity with state and local regulations, code enforcement concerns, and private business operations makes him a versatile addition to the Firm.



Areas of Practice/Experience

- Municipal Authority Agreements
- Prosecutions
- Environmental Law
- Cannabis Law
- Inter-Local Agreements
- Public Works

Bar Admissions

- State Bar of Michigan, admitted, May 2018

Honors/Awards

- Neil A. McLean Conservation Law Scholarship
- MSU College of Law Faculty Scholarship
- Fall 2015 Dean's List

Professional Leadership/Membership

- President, MSU Asian Pacific American Law Students Association
- Vice President, MSU Association of Chinese Law
- Oakland County Municipal Law Committee
- MSU Extension for Local Government, Finance and Policy
- MSU Environment and Agricultural Law Society

Education

- Illinois State University, College of Arts and Science, Normal, IL
- Michigan State University College of Law, East Lansing, Juris Doctor Degree

CHARLES E. DUNN

Charles E. Dunn is an Environmental Attorney with The Kelly Firm. With a Chemical Engineering degree from the University of Michigan, for nearly 30 years, Charlie has focused his practice primarily on environment law. He has an AV Peer Review Rating from Martindale-Hubbell and has been recognized by Super Lawyers in America and named as a “Top Lawyer” by dbusiness. Mr. Dunn practices in the areas of real estate, environmental law, and administrative law. Mr. Dunn has significant experience in air, water, wetlands and soil erosion permitting and enforcement, hazardous substance clean-up matters, Brownfield re-development, and environmental real estate transactions.



Over the course of his legal career, Mr. Dunn has represented an array of cities, townships, counties, road commissions, drain and water resource offices, as well as Fortune 500 companies. Mr. Dunn also served as Vice President and Chief Legal Officer for the largest natural gas cogeneration electric generating facility in North America.

Prior to his legal career, Mr. Dunn held several environmental related positions in the private sector and developed particular expertise with respect to the design and installation of pollution control systems. He also has the distinctions of serving as a legal assistant for the Michigan Department of Natural Resources and as a law clerk for the Michigan Department of Attorney General, Natural Resources Division.

Mr. Dunn is a graduate of the University of Michigan with a B.S. in Chemical Engineering. He received his J.D. from the Thomas M. Cooley Law School and was admitted to practice in Michigan in 1996. He is a member of the U.S. District Court, Eastern District of Michigan, U.S. Court of Appeals, 6th Circuit, U.S. Court of Appeals, District of Columbia, and U.S. District Court, Western District of Michigan.

Areas of Practice/Experience

- Environmental Law
- Municipal & Government
- Real Estate
- Administrative Law
- Election Law

Bar Admissions

- State Bar of Michigan, admitted 1996

Education

- Thomas M. Cooley Law School

Appendix B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2023

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 have ADDITIONAL INSURED provisions or 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 Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	CONTACT NAME: Karol Judkins PHONE (A/C, No, Ext): 517-266-6456 FAX (A/C, No): 517-263-6658 E-MAIL ADDRESS: karol.judkins@kapnick.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Kelly Firm PLC 2825 University Dr Auburn Hills MI 48326	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: American Financial Benefit</td> <td style="width: 20%;">NAIC # 41840</td> </tr> <tr> <td>INSURER B: The Hanover Insurance Group, Inc.</td> <td>22292</td> </tr> <tr> <td>INSURER C: Swiss RE Corporate Solutions America Insurance</td> <td>29874</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: American Financial Benefit	NAIC # 41840	INSURER B: The Hanover Insurance Group, Inc.	22292	INSURER C: Swiss RE Corporate Solutions America Insurance	29874	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 1453778096 **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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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Limit	2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY
 ---Additional Insureds
 ---391-1006 (08/16) - Businessowners Liability Special Broadening Endorsement
 ---Additional Insured - By Contract, Agreement or Permit
 ---Additional Insured - Broad Form Vendors

CERTIFICATE HOLDER For Information Only	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
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ACORD 25 (2016/03)

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FACSIMILE: 844-670-6009
<http://www.dickinsonwright.com>

GEORGE P. BUTLER

August 23, 2024

City of Ypsilanti
ATTN: Andrew Hellenga, City Manager
1 South Huron Street
Ypsilanti, MI 48197

Re: Response to Request for Proposal for Attorney Services

Dear Mr. Hellenga:

We are pleased to submit this response to the City of Ypsilanti's ("the City") Request for Proposal for Legal Counsel Services. As the following and attached information shows, Dickinson Wright PLLC has unmatched experience and skill in serving Michigan governments with the finest legal service in the majority of the areas identified in your "Scope of Services." Enclosed is our full proposal organized as requested in your Request for Proposals. The Proposal and the prices contained should be considered binding in all respects for a period of 120 days from the date of this letter. We do not plan to utilize any subcontractors in our representation of the City.

With respect to the services that the City is requesting, we have quoted on those we are prepared to handle. These services include providing general legal advice and support to the City Manager, City Council, Department Heads, Boards and Commissions, as required; acting as general legal counsel to the City Manager, City Council, Departments and Agencies on various items including real estate, labor & employment, regulatory, contracts, construction, professional services, personal property purchases, easements, licenses, and related matters, and also preparing and reviewing contracts in these areas as well. We are prepared to provide formal and informal written opinions and advise the City Manager, City Council, Department Heads, Boards and Commissions as required. Additionally we will provide training to Department Heads, City Council, Boards and Commissions as required, research and draft ordinances and resolutions as needed, attend all regular and special City Council meetings, Department Head meetings and goal setting meetings; reviewing agendas and preparing legal advice for any questions during the meeting and also acting as meeting Parliamentarian. We are prepared to attend Board and Commission meetings and neighborhood meetings; act as Freedom of Information Coordinator and answer Freedom of Information requests as needed as well as providing opinions and direction with regard to the Michigan Open Meetings Act, Freedom of Information Act, and Home Rule City Act. Dickinson Wright is prepared to provide a monthly written report summarizing the actions completed and on-going concerns of the City; review and advise the City on all contracts; utilize our own law library and be solely responsible for maintaining any required continuing legal education credits. We are additionally prepared to represent the City in all non 14-A-1 litigation and monitor insurance cases, appeals from District to Circuit Court and in the Court of Appeals and the Supreme Court, administrative tribunals and the tax tribunal, arbitration matters, and in all pre-litigation and matters involving attorneys.

We are not quoting for the City Prosecution Legal Services and would be happy to work with local counsel in that regard.

Mr. Andrew Hellenga
City Manager
August 21, 2024
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We propose that I, George P. Butler III, be the firm's point-of-contact for the purposes of this proposal and any questions you may have. My contact information is as follows:

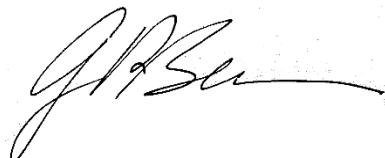
George P. Butler III, Member
Dickinson Wright PLLC
500 Woodward Avenue, Suite 400
Detroit, MI 48826
Phone: 313-223-3134
Email: gbutler@dickinsonwright.com

Dickinson Wright has an unparalleled commitment to representing governments and governmental officials and entities, serving as general counsel and as special counsel. Firm clients range from the State of Michigan and several state authorities, to large inter-governmental utilities, to communities with populations of less than 1,000. We also have unmatched depth and breadth of municipal experience. With lawyers throughout the firm in a variety of specialties serving its many municipal clients, Dickinson Wright can draw upon the right skill for any given matter or issue. Our municipal lawyers meet at least monthly to address various matters of municipal concerns such as new statutes or regulations, recent court decisions, concerns or issues encountered in discussions with clients, state and national news items of interest, etc. These conversations are richly laden with personal experiences, relating insights gained from "inside" conversations with the persons involved, historical background, and other insights other firms are unable to match.

These distinctions are important because they enable our municipal attorneys, in constructive collaboration with their colleagues, to discern best practices, to learn from the experiences of others, to draw on particular expertise, and to otherwise maximize their impact to clients. The most effective attorneys not only thoroughly know the applicable law, they also understand why it was enacted and can effectively engage with those administering it.

Thank you for the opportunity to introduce our firm to the City and submit a proposal for providing legal services. I look forward to further discussing how we can help you meet and exceed all of your goals.

Very truly yours,



George P. Butler III

PROPOSAL REQUIREMENTS

1. Name, address, telephone number, fax number and email address for the firm

The name of the firm submitting this proposal is Dickinson Wright PLLC. Our main address is 500 Woodward Avenue, Suite 4000, Detroit, MI 48226. Our phone number is 313-223-3500, and our fax number is 844-670-6009.

2. Name, email and telephone number of firm contact attorney

The name of the firm contact attorney for the City of Ypsilanti is George Butler III. George's email address is GButler@dickinsonwright.com, and his telephone number is 313-223-3134.

3. Number of years the firm has been in practice

Dickinson Wright was founded in 1878 in Detroit, Michigan. The firm has been in practice for 146 years.

4. Brief history of the firm and practice areas

Dickinson Wright is a full-service business law firm with more than 500 lawyers practicing across 21 offices in 40+ practice areas. During our 146-year history, the firm has expanded into one of the fastest-growing AmLaw 200 firms in the country. With a proud history of diversity and inclusion, client service, and a longstanding tradition of excellence, our lawyers are sophisticated, versatile, and accessible, providing practical legal advice while vigorously advocating to achieve our clients' objectives.

Dickinson Wright PLLC is a professional limited liability company, formed under the Michigan Limited Liability Company Act, to carry on the practice of law. Our Governing Board is responsible for the establishment of general policies of the firm, and our Chief Executive Officer (CEO) and his or her appointed deputies are responsible for implementing those policies. The CEO appoints division Directors for five broad areas of law. Each attorney at the firm is assigned to one of the five divisions, which are then each divided into specific practice groups and led by Practice Group Chairs.

Each Division Director is responsible for the overall management and supervision of the legal services provided by each attorney assigned to their division. They oversee the assignment of work to attorneys with the requisite skill and experience to meet the client's needs and they monitor workloads within the department. The Management Group consists of the CEO, several Deputies appointed by the CEO, and the CAO. The CEO and the Deputies are responsible for implementing the policies established by the Governing Board and managing all operations of the Firm.

5. Experience of the firm in representing municipalities

The lawyers at Dickinson Wright have an unmatched depth and breadth of municipal expertise. With lawyers throughout the firm in a variety of specialties serving our many public-sector clients, we can draw upon the right expertise for any given matter or issue. However, with a significant number of lawyers whose practices focus on representing local governments and local authorities, Dickinson Wright also has the expertise to manage and coordinate that expertise to address issues in creative and cost-effective ways.

Some firms focus solely on sophisticated issues such as municipal finance, utilities, and large economic development projects, but serve as general counsel for few, if any, local governments and other public bodies.

Other firms may focus on serving as general counsel and defer to others for more specialized representation. We do both. Dickinson Wright serves clients in a variety of capacities, addressing the full panoply of legal issues which public bodies frequently face.

With respect to the specific legal needs identified in the RFP, our experience includes the following:

- We regularly represent public bodies throughout the State of Michigan with respect to general legal matters. These matters include providing legal advice with respect to the unique procedural and operational statutory requirements which are applicable to public bodies. We regularly advise public bodies with respect to compliance with the Open Meetings Act, Freedom of Information Act, ethics statutes and ordinances, and the other multitude of laws which apply specifically to public bodies.
- Dickinson Wright attorneys have significant experience advising public bodies in the negotiation of contracts. Examples include drafting and negotiating development agreements, employment agreements, lease arrangements, Brownfield development agreements, procurement, and other commercial contracts.
- We assist counties, cities, villages and townships with respect to general municipal law matters, as well as specialized legal matters, including: zoning, land use, planning and real estate; water and sewer contracts; municipal utilities; environmental; condemnation; economic development; tax increment financing; special assessments; ordinance and charter drafting; tax tribunals and appeals; and general litigation.
- We have acted as general counsel and special counsel to land bank authorities established under the Land Bank Fast Track Act, including serving as the general counsel to the Detroit Land Bank Authority and representing other land bank authorities with respect to financing transactions. In connection with our Firm's representation of the Detroit Land Bank Authority, we assisted in the development of policies and procedures designed to comply with the unique laws applicable to public bodies in the State of Michigan.
- Dickinson Wright has an extensive, nationally recognized, public finance practice. Our bond lawyers have worked on many, if not most, of the more complex public finance transactions in the State of Michigan. Our experience is diverse, having served as bond counsel or underwriter's counsel in number publicly offered bond financing. Our work has included not only review of federal, state, and municipal law issues, but also drafting and review of major financing documents, and real estate and construction contracts.

a. Indicate any continuing legal education in the past two years relevant to municipal law

We can offer CLE training on nearly any legal subject of interest. Our seminars and webinars cover our full range of practices and tend to address changes in legislation or current issues facing our clients.

6. Municipalities currently represented

Please find our list of current and past municipalities included with our proposal under Tab A.

7. Municipalities represented in the past

Please find our list of current and past municipalities included with our proposal under Tab A.

8. Experience of the firm in labor law

The Firm handles every single legal aspect in labor & employment, including coordination of such policies with CBA's, third party provider/employers, and all applicable federal and state laws. This includes representation with respect to the MPSERS, ACA, FMLA, ADA, Bullard –Plawecki, PERA, Elliott-Larsen, Whistle Blower Protection, Right to Work, NLRB Regulation, dual employment or joint employer rules, IRS tests, First Amendment rights, minimum wage laws, wage deduction laws, Pension Plan/403B/457 compliance, personnel records, resignations,

terminations, lay-offs, leaves, job descriptions, confidential employees, salary/hourly distinctions, overtime avoidance, oaths of office, incompatible offices, conflict of interest, moonlighting, schedule positions, volunteers, authority parameters, examinations, screening, last chance agreements, progressive discipline, written versus oral discipline, background checks, licenses, dress, conduct and communication codes, job creation ownership, use of employer facilities/conveniences, gender identification issues, certifications, continuing education, merit pay, bonuses, prevailing wage, worker compensation, wages and hours, fringes, leaves, insurance (life, health, disability, dental, etc.) and immigration issues.

There is no aspect of labor & employment law that we do not handle, no matter what kind of statute or standard is involved. Whether an at will, for cause, arbitrary and capricious, progressive discipline or contractual standard is involved and whether or not in a court or before an agency or arbitrator, we regularly counsel our client on how to properly and successfully handle and resolve employee discipline and prevent another occurrence. We also know how to handle this issue in the context of third party employed and provided personnel so as not to render our clients a "joint-employer" and yet able to control a quality workforce. We have orchestrated numerous resignations, leaves and settlements in lieu of or in avoidance of terminations and claims of wrongful discharge. We routinely coordinate such matters with reference to applicable CBA's, other contracts and applicable laws and applicable district policy. We prepare all corresponding documents, resolutions and settlements, whichever the case may be.

9. Experience of the firm in real estate law

Dickinson Wright has experience in providing both real property and personal property leases. Our experience includes negotiating, drafting and advising on all types of transactional matters, as well as providing counsel on matters relating to shareholder rights, shareholder agreements, compensation plans, governance and boards of directors. We also advise occupants and owners, providing practical advice across the spectrum of leasing options and configurations. Leasing property is rarely simple, landlords and tenants need an experienced business partner to assist them in drafting, negotiating, and managing those agreements.

10. Court experience of the attorneys who will be assigned to City matters

The attorneys proposed for the City are licensed in good standing with the Michigan state bar and are also admitted to all Michigan local, state, and federal courts.

11. Location of firm offices

Dickinson Wright maintains 21 offices across North America. Please find our Office Locations located under Tab F of the appendix.

a. Proximity to Ypsilanti City Hall (distance)

Our Ann Arbor, Michigan office is closest to Ypsilanti City Hall at a distance of 11.9 miles.

b. Travel time from firm office to City Hall

At a distance of 11.9 miles, we estimate a travel time from our office in Ann Arbor to City Hall to be under 20 minutes.

c. Description of office facilities with description of number of offices and conference rooms available for consultation, depositions, meetings, etc.

All of our six Michigan offices are available to clients for consultation, depositions, and meetings. Dickinson Wright has both the human and physical resources to provide efficient representation and cost savings to our clients. All Dickinson Wright offices are fully supported by legal assistants, law clerks, summer and articling students, administrative staff, meeting equipment, resource materials, a library, and conference rooms.

d. Description of firm computer capability

The firm uses a broad array of the industry's latest and leading information technology capabilities to facilitate highly efficient and collaborative attorney/client relationships. Historically, the delivery of legal services has been via one-way, paper-based communication. Today, our extensive technology-based information and sharing capabilities enable our attorneys to work with clients in an "anytime, anywhere" virtual environment. For example, although we will attend any meeting in person upon request, but are fully equipped to also attend virtually.

Dickinson Wright makes investments in technology and people to help clients achieve what matters most in efficient and innovative ways. We utilize some of the most advanced technology available as an integral part of the way we deliver legal services, and we are constantly searching for ways to improve upon the efficiencies we have achieved. Dickinson Wright became one of the first law firms in the world to achieve ISO/IEC 27701:2019 certification, which demonstrates a commitment to innovation and efficiency as we continually improve information security management systems and process while streamlining efforts to provide additional security for clients when handling highly sensitive matters concerning their business. Dickinson Wright uses the following technology tools and systems: E-discovery (Relativity, in-house); Contract Generation (Litera); Due Diligence, Contractual Analysis and Obligations Extraction (Legal Anywhere); Legal Project Management (SharePoint); and a knowledge management system/client portal called Fusion, which is a SharePoint based application that allows current clients immediate access to a KM hub of information specific to their requirements.

e. Describe name of word processing and other programs used

Every Dickinson Wright employee is linked via a firm-wide portal to the latest Microsoft software. From virtually anywhere in the world, our attorneys can gain remote, secure access via laptop computers to our internal firm resources. Through intranets and extranets and secure electronic mail, this "virtual office" environment enables the instantaneous sharing of information not only among our own attorneys and staff, but those of our clients – regardless of location. Additionally, we use NetDocuments as the firm's document management system which is hosted in Azure. The center is SOC, ISO and HIPAA compliant.

12. Firm composition

George P. Butler III | Member/Partner and Relationship Manager | Detroit/Troy



George has extensive experience in all aspects of the legal issues of municipalities and other public entities. George has been a Member/Partner of Dickinson Wright for Mr. Butler acts as general counsel to the many of the firm's largest public institution clients, and his day-to-day practice is devoted primarily to the servicing of public institutional clients throughout the State. George also maintains and supervises an extensive litigation, construction, transactional and real estate practice.

As your primary contact, George will be available 24/7 (including weekends, holidays and after hours) and he will coordinate his availability even while on vacation. In addition, your primary contact will be available through a direct dial office number, a cell number, a home number, a fax number, and via office and home e-mail address.

a. names of attorneys who will be assigned to City matters

We have identified the following attorneys from across our Michigan offices as those we anticipate will likely be involved, along with your primary contact, George Butler, in rendering services to the City. Each has had experience working with more than 2 of our public sector clients and most, with all of them. Of course, many of our other lawyers may become involved with the City throughout the engagement, depending on the matter at hand. Our Firm's size and depth provide us with an unsurpassed ability to craft appropriate legal teams for each client. Please find attorney biographies included with our proposal under Tab B of the appendix.

Aimee Gibbs | Member/Partner | Ann Arbor, MI



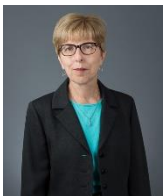
Aimee Gibbs serves as trusted general counsel for numerous public entities and private corporations, handling a wide range of legal services, including policy formation, risk-mitigation, regulatory compliance, employment counseling and litigation, and commercial litigation. Aimee's public entity clients include state and local units of government such as cities, townships, villages, counties, public authorities, universities, school districts, and nonprofit organizations in K-12, higher education, and other sectors. Public entity clients frequently rely on Aimee for her knowledgeable and skillful representation and swift resolution to matters. Clients' trust and reliance on Aimee's comprehensive general counsel legal services ranging from counseling to representation in commercial litigation matters is evident by the long-term client relationships Aimee has developed with clients, some spanning and evolving over 15+ years.

David Deromedi | Member/Partner | Detroit, MI



Dave Deromedi acts as outside general counsel for employment matters, both with respect to counseling and litigation, for multiple employers with operations in Michigan and throughout the United States and in varied fields, including but not limited to, automotive, health care, public and private education, professional and consulting services, Information Technology services, and advertising.

Deborah Grace | Member/Partner | Troy, MI



Deborah ("Deb") Grace is an experienced benefits attorney skilled at providing practical advice to CFOs and HR professionals about the complex tax and labor laws that impact retirement and savings (401(k)) plans, executive compensation, and welfare benefit plans. She regularly counsels private companies and private equity funds on the benefit plan implications of business acquisitions and dispositions, including employee benefits, tax, and ERISA compliance review, and advises buyers on the integration of benefit programs based on the structure of the business deal. She advises US based entities and their non-US based owners on the unique tax rules that require separate legal entities under common control to be treated as one employer for US coverage and non-discrimination rules.

Jared Christensen | Associate | Troy, MI



Jared A. Christensen is an Associate in the firm's Litigation Division. Jared received his Bachelor of Arts and Science degree in Political Science from Oakland University and his Juris Doctorate from Wayne State University Law School where he graduated *magna cum laude*. Prior to joining Dickinson Wright as a Summer Associate in 2017, Jared gained valuable experience working as an intern with Fiat Chrysler Automobiles and Crain Communications in both of their in-house legal departments. Jared hopes to use this experience to help him analyze legal issues from the client perspective and to better serve clients that operate through their own legal teams.

b. Number of support staff who will be assigned to City matters

As mentioned above, Dickinson Wright has both the human and physical resources to provide efficient representation and cost savings to our clients. All Dickinson Wright offices are fully supported by legal assistants, law clerks, summer and articling students, and administrative staff. There are more than 125 support staff and 24 paralegals across our six Michigan offices that assist with work for a variety of clients.

13. Firm practice. List any features of your firm that would recommend your firm to provide legal services to the City of Ypsilanti

Dickinson Wright is a full service litigation defense and prosecution firm and its litigators practice before all courts, federal and state, at all levels, and all tribunals and agencies at every level. The Firm has appeared before the U.S. Supreme Court numerous times. Our reputation for courtroom excellence also is reflected in the fact that fourteen former Dickinson Wright litigation partners presently serve as judicial officers, including two of the current Justices of the Michigan Supreme Court. In addition, our litigators have held and hold offices at every level of every bar organization, national and state. Many of our attorneys now serve on the bench or within agencies that hear claims. Our litigators are also qualified panel counsel for most of the major litigation defense insurers and risk pool administrators and we are routinely appointed to defend our clients through these arrangements. Our litigators routinely defend our municipal clients with respect to every kind of claim possible including tort claims, constitutional claims, employment claims, contract claims and claims brought pursuant to specific laws such as the OMA, FOIA, FERPA, IDEIA, GITLA and the IPOA.

Dickinson Wright has experience in providing both real property and personal property leases. Our experience includes negotiating, drafting and advising on all types of transactional matters, as well as providing counsel on matters relating to shareholder rights, shareholder agreements, compensation plans, governance and boards of directors. We also advise occupants and owners, providing practical advice across the spectrum of leasing options and configurations. Leasing property is rarely simple, landlords and tenants need an experienced business partner to assist them in drafting, negotiating, and managing those agreements.

Dickinson Wright is full service in the area of taxation law and, specifically, public sector tax law. Ensuring compliance with federal and state tax laws is critical to the issuance of all municipal securities and to maintaining the tax-exempt status of such securities. One aspect of our public sector tax services that sets us apart from the vast majority of our competitors is that we have attorneys in our public finance group who devote their entire practice to dealing with federal and state tax law issues relating to municipal securities.

Our taxation attorneys are also thoroughly familiar with state law tax matters pertaining to the issuance of municipal bonds, which focus primarily on the tax treatment of interest on the bonds to be issued by the various issuing authorities in Michigan. He is consulted frequently by other members of our public finance practice department with respect to federal and state law tax issues and regularly reviews our approving opinions for compliance with such issues.

Dickinson Wright's taxation attorneys also provide arbitrage rebate compliance services for our bond issuer clients. The scope of services is flexible, ranging from simple review of schedules prepared by an issuer to demonstrate compliance with a spending exception to complex variable yield, transferred proceeds and universal cap calculations and preparation of detailed calculation schedules and written reports. The services include assistance with late filings and overpayment refund claims. The calculations are prepared using the Mun-Ease bond calculation software and Microsoft Excel.

Dickinson Wright has provided wide-ranging representations in tax appeals before the Michigan Tax Tribunal and appellate courts, regularly appearing and advocating for its numerous municipal clients in valuation, principal residence exemption, uncapping, and other disputes.

Our public finance and bond counsel expertise may be the best in the state, with nearly 25 attorneys actively practicing in municipal law and finance every day. Not only do we represent a wide variety of public sector clients from the state of Michigan and various of its agencies, boards and commissions to local governments throughout the state, but we serve as general counsel and provide ongoing special counsel service and expertise to a wide variety of local governments. In doing so, we are more than specialized consultants. Dickinson Wright is a nationally recognized bond counsel firm since 1958, and today, our opinions are accepted in all significant bond and securities markets.

We handle all aspects of elections and election law compliance, creation of employee political activity policies, drafting local jurisdiction election contracts, millage and ballot proposals, campaign finance compliance, consolidation, annexation, and board member political activities. We offer a full spectrum of services to corporations and business organizations, trade associations, tax-exempt organizations, political candidates, campaigns, public officials, political parties, committees, and other contributors.

We frequently counsel clients regarding compliance to federal, state, and local laws, ensuring they remain aware of any new and proposed legislation. We also assist clients with internal and external investigations, provide representation during an enforcement action or audit, draft and implement internal policies and employment contracts, and litigate disputes when necessary.

14. Resumes. Attach a current resume for each attorney who will be handling City matters

Please find complete firm biographies included with our proposal under Tab B.

15. Insurance. Does the firm have mal-practice insurance? If so, attach a copy of the declaration page

Please find our confirmation of insurance/declaration page included with our proposal under Tab C.

16. Discipline. Indicate for each firm attorney if there has ever been any disciplinary case against the attorney that resulted in a finding of misconduct.

No attorney proposed for this engagement has ever been party to any disciplinary case that resulted in a finding of misconduct.

a. Indicate whether the license to practice law of any firm attorney has ever been suspended. Provide details of dates and causes

No attorney proposed for this engagement has ever been suspended from practicing law. All attorneys of the firm are licensed in good standing with their respective state bar.

17. Conflict of interest. Indicate if the applicant firm or any attorney has ever brought or threatened legal action against the city of Ypsilanti. If so, indicate when, the nature of the proceedings and the result.

Dickinson Wright honors the ethical rules that govern the practice of law. We approach each conflict that arises on an individual basis to assess if the conflict can or should be waived. We are not aware of any conflicts that may arise out of our proposed representation of the City of Ypsilanti.

a. Indicate if the applicant firm represents any client with a contract with the city. If so indicate the party and the nature of the contract

Dickinson Wright does not represent any client with a contract with the City of Ypsilanti.

b. Indicate if you have any relative working for the city

Dickinson Wright does not employees with any relatives working for the City of Ypsilanti.

c. Indicate if you have ever worked for the city, and describe your present relationship to the city

Dickinson Wright has not represented the City of Ypsilanti in any capacity since 1985. We welcome the opportunity to renew a relationship with the City.

d. Indicate if you have any adverse interest in the city

Dickinson Wright does not have any adverse interest in the City of Ypsilanti.

18. Give the name, address and telephone number of three references

Dickinson Wright is proud of its impressive roster of clients. Please find our three client references included with our proposal under Tab G of the appendix.

19. Include an executive bid summary of not more than two pages

Please find our executive bid summary included with our proposal under Tab D of the appendix.

20. Letter of Transmittal. The letter of transmittal should contain the following information:

Please find our letter of transmittal included with our proposal under Tab E of the appendix.

22. Bid Amount (see below for requirements)

a. Annual Retainer Amount

Dickinson Wright proposes a monthly retainer of \$3,500.00 per month (tracked at the not to exceed rate of \$375.00 per hour or the attorney's actual rate if less than \$300.00). We are open to discussions to reach an agreement that works for you. We are also happy to forgo upfront payment of any retainer and just bill at the stated rates as we go with the understanding that we will not exceed the above retention bench-mark amounts without advance notice to you and before it is exceeded.

b. Hourly rate above retainer

The Firm will cap all firm attorney rates at \$375.00 per hour for work covered by that rate. If an attorney's rate is lower than the cap, the lower rate will be charged. Said rates will apply to all work except as follows: Bond counsel services will be billed in accordance with the size of the issue and decided when the issue is determined, uninsured litigation services, specialized tax work, and real estate matters. Mr. Butler's rate will always be at the capped rate of \$375.00 per hour, even for work he performs in the excepted areas.

c. Litigation Hourly Rate

The Firm will cap all firm attorney rates at \$375.00 per hour for litigation legal services.

d. Provide a breakdown of any additional costs that would be billed to the City. Indicate if the additional costs are actual or if there is a charge added for overhead

Our billing philosophy is: Efficiency and fairness. We evidence this up front by exceptional rates, what we do not charge for and our no-cost in-servicing program. We do not charge for contacts to coordinate other attorney involvement. Also, we are willing to renegotiate terms in the midst of a contract if the client needs assistance or would prefer to move to our "not to exceed" arrangement.

- We will invoice in any form requested and will change that format at any time if requested by you. We can also accommodate any form of electronic billing.
- We will not bill for attendance at or for travel to and from meetings during the calendar year.
- Your primary contact attorney will not bill for time spent in coordinating assignments with other attorneys.
- We will not bill for routine correspondence or telephone calls which are not completed (i.e., no minimum billing increments or hidden fixed charges).
- We will bill in increments of 1/10th of an hour and not .25 or .5 as many firms do.
- We will not charge for receiving faxes, or for non-extraordinary copying (e.g., less than 50 pages at a time of non-custom copying). For any costs charged, same will be limited to those agreed upon and which we incur through a third-party vendor – we do not add a premium to or mark up such costs.
- We will not charge for computer legal research you have not approved in advance.
- We will not charge for expedited deliveries that are our fault.
- We will not charge for travel, lodgings or meals unless approved by you in advance.
- We will provide and not charge for up to 3, annual inservices of key personnel or departments on topics chosen by you or identified by us as relevant to the City (e.g., OMA compliance, FOIA compliance, governance, election law, records retention, zoning, etc.).



Our Firm attorneys have served and/or continue to serve the following representative local public sector clients. This list excludes public educational institutions and State entities.

Units of Local Government (By County)

Allegan County

- Allegan, City of
 - Allegan County Board of Public Works
 - Allegan County Drain Commissioner
 - Allegan County Road Commission
- Holland, City of
 - City of Holland Building Authority
 - Holland Area Community Swimming Pool Authority
- Otsego, City of
- Plainwell, City of

Arenac County

- Arenac, County of
 - Standish Hospital Finance Authority
- Standish, Township of

Baraga County

- Baraga, County of
 - Baraga County Treasurer L'Anse, Village of

Barry County

- Barry, County of

Bay County

- Bay, County of
 - Bay County Department of Public Works
 - Bay County Drain Commissioner
- Auburn, City of
- Bay City, City of
- Bay County Public Schools
- Essexville, City of

Berrien County

Baroda, Village of
Benton Harbor, City of
Benton, Charter Township of
Berrien, Township of
Berrien Springs Village of
Buchanan, City of
Buchanan Township of
Coloma, City of
Coloma DDA
Coloma-Hagar Joint Fire Board Coloma Public Library
Hagar, Township of
Lake, Charter Township of
Lincoln, Charter Township of
St. Joseph, City of
Three Oaks, Township of
Watervliet, City of
Watervliet, Township of
Weesaw, Township of

Calhoun County

Calhoun County EDC

Cheboygan County

Cheboygan, County of
Cheboygan County Road Commission
Cheboygan County Treasurer
Nunda, Township of

Claire County

Claire, County of

Clinton County

Clinton County Drain Commissioner
DeWitt, City of
DeWitt Building Authority
Eagle, Village of
Elsie, Village of
St. John's, City of

Crawford County

Crawford, County of
Crawford County Treasurer
Frederic, Township of
Lovells, Township of
South Branch, Township of

Delta County

Delta County EDC
Ensign, Township of

Dickinson County

City of Iron River Hospital Finance Authority

Eaton County

Eaton County Drain Commissioner
Eaton Rapids, Hospital Finance Authority of
City of Delta, EDC
Township of Dimondale,
Village of Winsor, Township of

Emmet County

Emmet County Treasurer
Harbor Springs Area Sewage Disposal Authority
Petoskey Hospital Finance Authority

Genesee County

Genesee, County of
Genesee County Drain Commissioner
Genesee County EDC
Genesee County Land Bank
Genesee County Road Commission
Genesee County Treasurer
Argentine, Township of
Atlas, Township of
Clio, City of
Fenton, Charter Township of
Flint, Charter Township of
Flint Township, EDC of
Flint, City of
Bishop International Airport Authority Flint EDC
Flushing, City of
Genesee, Charter Township of
Goodrich, Village of
Linden, City of



Montrose, Charter Township of
Mundy, Charter Township of
Richfield, Township of
Swartz Creek, City of
Vienna, Charter Township of

Gladwin County

Gladwin, County of
Gladwin County Drain Commissioner
Gladwin County Treasurer

Gogebic County

Gogebic, County of
Gogebic County Treasurer

Grand Traverse County

Grand Traverse County EDC

Gratiot County

Gratiot, County of
Gratiot County Board of Public Works
Gratiot County Building Authority
Gratiot, EDC of the County of
County of Gratiot Hospital Finance Authority
Alma, City of
Alma Rural Urban Fire Board
Ithaca, City of

Hillsdale County

Hillsdale, County of
Hillsdale County Treasurer
Hillsdale County Drain Commissioner
City of Hillsdale Building Authority
City of Hillsdale Hospital Finance Authority
Waldron, Village of
Wright, Township of

Houghton County

Houghton County Treasurer
City of Hancock Hospital Finance Authority
Laird, Township of

Huron County

Huron County Department of Public Works
Huron County Drain Commissioner
Huron Regional Water Authority
Bad Axe, City of
Harbor Beach, City of
Pigeon, Village of
Uby, Village of

Ingham County

Ingham County of
Ingham County Board of Public Works
Ingham County Drain Commissioner
Ingham County EDC
Ingham County Land Bank Authority
Ingham County Road Commission
Lansing, City of
Board of Water and Light
Capital Region Airport Authority
Lansing BRA
Lansing EDC
Lansing Tax Increment Finance Authority
Lansing, EDC of
Charter Township of Leslie,
City of Meridian, EDC of
Charter Township of Stockbridge,
Village of Webberville
Township Williamston, City of
EDC of the City of Williamston

Ionia County

Ionia County Drain Commissioner
Lake Odessa, Village of
Portland, City of
Portland Downtown Development Authority
Saranac Housing Development Corporation

Jackson County

Jackson, County of
Jackson County Treasurer
Jackson EDC

Kalamazoo County

Kalamazoo County Mental Health Authority
Portage, City of

Kalkaska County

Kalkaska, County of
Kalkaska County Treasurer

Kent County

Davenport College
Grand Valley Regional Biosolids Authority
Kent, County of
 Kent County Building Authority
 Kent County Dept. of Public Works
 Kent County Dispatch Authority
 Kent County Drain Commissioner
 Kent County Road Commission
 Kent County Treasurer
 Kent Hospital Finance Authority
 North Kent Sewer Authority
Ada, Township of
Cascade, Township of
 Cascade Township Building Authority
East Grand Rapids, City of
Gerald R. Ford International Airport Authority
Grand Rapids, City of
Grand Rapids BRA
 Grand Rapids Building Authority
 Grand Rapids DDA
 Grand Rapids EDC
 Grand Rapids Kent County Joint Building Authority
 Grand Rapids-Kent Convention Arena Authority
Monroe North Tax Increment Finance Authority
Lowell, Charter Township of
Lowell, City of
 Lowell Board of Light Authority
 Lowell Building Authority
Rockford, City of
Sparta, Village of
Wyoming, City of
 Wyoming BRA
 Wyoming DDA
 Wyoming EDC

Lake County

Weesaw, Township of

Lapeer County

Lapeer, County of

Lapeer County Drain Commissioner

Lapeer County Intermediate School District

Lapeer County Treasurer

Almont, Township of

Almont, Village of

Brown City, City of

Imlay City, City of

Marathon, Township of

North Branch, Village of

Leelanau County

Leelanau, County of

Leelanau County Treasurer

Lenawee County

Lenawee County Drain Commissioner

Lenawee County Treasurer

Cambridge, Township of

Deerfield, Village of

Fairfield, Township of

Palmyra, Township of

Livingston County

Livingston County Drain Commissioner

Livingston County Department of Public Works

Brighton, City of

Green Oak, Charter Township of

Howell, City of

Luce County

Helen Newberry Joy Hospital

Luce, County of

Luce County Treasurer

Newberry, Village of

Macomb County

Clinton, EDC of the Township of
Grosse Pointe Shores, Village of

Manistee County

Manistee, County of
Manistee County Treasurer

Marquette County

Marquette, Charter Township of
Marquette, City of
City of Marquette Board of Power and Light
City of Marquette Hospital Finance Authority

Mason County

Mason County Department of Public Works
Hamlin, Township of
Ludington, City of

Mecosta County

Mecosta, County of
Green, Township of

Midland County

Midland, County of
Midland County Drain Commissioner
Midland County Treasurer
Homer, Township of
Hope, Township of
Mills, Township of

Monroe County

Berlin, Township of LaSalle, Township of Monroe, City of

Montcalm County

Montcalm County Drain Commissioner
Montcalm County Treasurer
Village of Lakeview Hospital Finance Authority

Montmorency County

Montmorency County EDC

Muskegon County

Muskegon County EDC
Fruitport, Charter Township of
Laketon, Township of

Newaygo County

Newaygo, County of
Newaygo County Treasurer
Hesperia, Village of
Newaygo, City of
City of Newaygo Local Development Tax Authority

Oakland County

Oakland, County of
Oakland County Community Mental Health
Oakland County Water Resources Commissioner
Addison, Township of
Auburn Hills, City of
Auburn Hills EDC
Bloomfield Hills, City of
Bloomfield, Charter Township of
Charter Township of West Bloomfield Building Authority
Berkley, City of
Brandon, Charter Township of
Farmington Hills, City of
Farmington Hills EDC
Farmington Hills Hospital Finance Authority Franklin, Village of
Highland, Charter Township of
Independence, Charter Township of
EDC of the Charter Township of Independence
Lyon, Charter Township of
Milford, Village of
Oakland, Charter Township of
Oxford, Charter Township of
Pontiac, City of
Pontiac Osteopathic Hospital Rochester Hills
City of Southfield,
City of Springfield
Charter Township of Troy,
City of Walled Lake,
City of Waterford, Charter Township of
EDC of the Charter Township of Waterford
West Bloomfield, Charter Township of
White Lake, Charter Township of

Oceana County

Oceana, County of Oceana County Treasurer
Hart, City of
Hesperia, Village of

Ogemaw County

Ogemaw County Road Commission
Ogemaw County Treasurer
Klackung, Township of
Mills, Township of
Ogemaw, Township of
Prescott, Village of

Oscoda County

Oscoda, County of
Comins, Township of
Greenwood, Township of
Oscoda, Charter Township of

Otsego County

City of Gaylord Hospital Finance Authority

Ottawa County

Ottawa, County of
Ottawa County Drain Commissioner
Ottawa County Road Commission
Allendale, Charter Township of
Coopersville, City of
Ferrysburg, City of
Grand Haven, Charter Township of
Grand Haven, City of
Grand Haven Board of Power and Light
Holland, City of
City of Holland Building Authority
Holland Area Community Swimming Pool Authority
Hudsonville, City of
City of Hudsonville Building Authority
Jamestown, Charter Township of
Spring Lake, Township of
Wright, Township of

Presque Isle County

Presque Isle, County of
Presque Isle County Treasurer
Rogers City, City of

Roscommon County

Roscommon County EDC

Saginaw County

Saginaw, County of
Saginaw County Community Mental Health Authority
Saginaw County Department of Public Works
Saginaw County EDC
Saginaw County Public Works Commissioner
Saginaw County Treasurer
St. Charles Community Schools
St. Charles, Village of
Birch Run, Township of
Blumfield, Township of
Bridgeport, Charter Township
Frankenmuth, Township of
Kochville, Township of
Saginaw, City of

Sanilac County

Sanilac, County of
Sanilac County Drain Commissioner
Sanilac County Treasurer
Brown City, City of
Forestville, Village of
Moore, Township of

Shiawassee County

Shiawassee, County of
Shiawassee County Drain Commissioner
Shiawassee County EDC
Ludington, City of
Perry, Township of

St. Clair County

Port Huron, EDC of the Township of

St. Joseph County

City of St. Joseph Hospital Finance Authority
Sturgis, City of

Tuscola County

Tuscola County Drain Commissioner
Vassar, City of

Van Buren County

Van Buren, County of
Van Buren County Drain Commissioner
Hartford, City of
South Haven, City of
South Haven BRA
South Haven DDA
South Haven EDC
South Haven Area Recreational Authority

Washtenaw County

Scio Township
Washtenaw County Treasurer
Chelsea Area Fire Authority
Chesaning, Township of
Manchester, Village of

Wayne County

Wayne, County of
Wayne County Department of Public Works
Wayne County Treasurer
Canton, Charter Township of
Dearborn EDC
Great Lakes Water Authority
Grosse Pointe Farms, City of
Grosse Pointe Shores, Village of
Northville, Charter Township of
Taylor, City of
Western Townships Utilities Authority
Wyandotte, City of

Wexford County

Wexford, County of
Wexford County Department of Public Works
Wexford County Road Commission
Wexford County Treasurer
Cherry Grove, Township of
Haring, Charter Township of
Mesick, Village of

August 23, 2024

City of Ypsilanti
ATTN: Andrew Hellenga, City Manager
1 South Huron Street
Ypsilanti, MI 48197

Re: Response to Request for Proposal for Attorney Services

Dear Mr. Hellenga:

We are pleased to submit this response to the City of Ypsilanti. You will find that our law firm is well-positioned and committed to meet and exceed the City's needs. Dickinson Wright has significant experience in representing governmental agencies of many types and in multiple capacities. The law firm of Dickinson Wright is submitting this proposal for consideration in all areas of legal services requested in the Request for Proposal – Legal Officer, General Legal Services, Prosecution Legal Services, and Litigation Legal Services.

If selected, Dickinson Wright will be able to perform the services requested at the highest caliber.

The name of the person authorized to represent the City is George P. Butler III, a Member/Partner of the firm. George may be reached in our Detroit office located at 500 Woodward Avenue, Suite 4000, Detroit, Michigan. George's phone number is 313.223.3134, and his email address is GButler@dickinsonwright.com.

Dickinson Wright agrees that all members and employees of Dickinson Wright will not become involved in the advocacy of the political campaign of any candidate for election to the Ypsilanti City Council. Additionally, no member or employee of Dickinson Wright will make any contribution of any kind designed to further the candidacy of any individual seeking election to the Ypsilanti City Council.

Dickinson Wright certifies that it will notify the City in writing of any changes to the law firm's composition as listed in the proposal/bid.

Dickinson Wright was founded in 1878 with a mission to deliver consistently high-quality legal advice and provide exceptional value to clients. We have developed a reputation as a leader and innovator in client service, as reflected by our longstanding client relationships.

Dickinson Wright is a national law firm with over 475 lawyers across more than 40 practice groups. We serve clients from 19 offices across the United States and Canada. We generate value to clients through state-of-the-art technological sophistication, a supportive working environment and delivering superior client service and results.

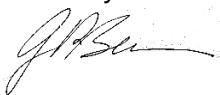
Mr. Andrew Hellenga
City Manager
August 21, 2024
Page 2

Dickinson Wright has a longstanding tradition of providing legal service to governmental agencies throughout Michigan. Our team serves as general counsel to many governmental and quasi-public bodies. We regularly litigate disputes involving governmental agencies at all levels of court throughout the country. Our team has the experience to meet the needs of its public sector clients. From government contracts and operations, transportation (including railway) contracts and operations, information governance, open meetings and public records, real estate and construction, public finance and public private partnerships, federal and state compliance, environmental, intellectual property, cross border, to defending and pursuing lawsuits (e.g. condemnation, compliance, construction, real estate), and other legal claims in superior, appellate and federal courts, as well as administrative agencies. We provide sophisticated advice in a straightforward way, and our clients report that our rate structure is very competitive. Our extensive experience compliments the heart and vision behind many civil servant leaders, whether on large scale projects or day-to-day business issues. We also help our clients avoid costly mistakes and provide guidance through even the most challenging economic and business environments and circumstances. We pride ourselves in being more than just legal counsel – we are partners with our public sector clients in advancing their missions to enhance services to the public.

Whether working on a public-private partnership, or an intergovernmental agreement, Dickinson Wright assists counties, cities, villages and townships in general municipal law issues, including: zoning, land use, planning and real estate; water and sewer contracts; municipal utilities; environmental; condemnation; economic development; tax increment financing; special assessments; ordinance and charter drafting; tax appeals; intergovernmental agreements; open meetings, public record requests; and general litigation.

Thank you for the opportunity to submit our Letter of Interest. We look forward to working with the City to provide superior legal services to the residents of the City of Ypsilanti.

Sincerely,



George P. Butler III
Member/Partner

August 23, 2024

City of Ypsilanti
ATTN: Andrew Hellenga, City Manager
1 South Huron Street
Ypsilanti, MI 48197

Re: Executive Bid Summary

Dear Mr. Hellenga:

We are pleased to submit this Executive Bid Summary for the City of Ypsilanti's ("the City") Request for Proposal for Legal Counsel Services. As the following and attached information shows, Dickinson Wright PLLC has unmatched experience and skill in serving Michigan governments with the finest legal service in the majority of the areas identified in your "Scope of Services." Enclosed is our full proposal organized as requested in your Request for Proposals ("RFP"). The Proposal and the prices contained should be considered binding in all respects for a period of 120 days from the date of this letter.

Dickinson Wright is committed to providing proactive and strategic advice. We match our client's objectives with our team's knowledge and strengths for each legal matter, with cost effectiveness and efficiencies in mind. We take pride in our strategic business approach, which consistently achieves success for our clients, at a cost-effective rate.

Cognizant of the need to control legal-related expense, we have formulated a number of strategies to address the issue of cost containment, including offering alternative billing structures designed to meet the needs of clients.

As part of Dickinson Wright's active case management, the firm uses a broad array of the industry's latest and leading information technology capabilities to facilitate highly efficient and collaborative attorney/client relationships. Using technology to create and maintain document databases enables our attorneys to work with clients in an "anytime, anywhere" virtual environment.

We propose the following proposed hourly rates:

Position	Rates
Member Partners	\$375
Associates	\$300
Paralegal	\$150

Our general philosophy with respect to billing is "efficiency and fairness". Dickinson Wright is committed to providing legal services to its clients in the most efficient and cost-effective way possible. Predictability in billing requires clear and open communication between the client and its law firm in terms of scope of work, progress, and ultimate goals. Depending on the nature of the representation, the firm is very open to alternative fee arrangements and value-based costing models.

We promise to never bill the City for any other products or services without the City's approval and to never bill for the following:

- We will not charge for receiving faxes, or for non-extraordinary copying (e.g., less than 50 pages at a time of non-custom copying). For any costs charged, costs will be limited to those agreed upon and which we incur through a third-party vendor – we do not add a premium to or mark up such costs.
- We do not charge for contacts to coordinate other attorney involvement.
- We will not bill for routine correspondence or telephone calls which are not completed.
- We will not bill for long-distance calls, normal postage, or other routine costs.

METHOD OF BILLING FOR SERVICES:

The hourly rate quoted above includes all salary and compensation, overhead expenses, and time and costs of travel to and from the client's facility. Dickinson Wright bills with hourly rates, in six (6) minute increments. That said, we proactively offer effective alternative fee arrangements to clients. We are prepared to discuss and consider any reasonable risk-sharing fee structure that balances the relative investment and risk taken on by Dickinson Wright with your objectives for success in the matter.

METHOD OF BILLING COSTS:

All costs and other disbursements for outside services not specified herein shall be billed at actual cost. We would bill for significant copying work, printing of color documents, costs of any experts engaged during a project, overnight delivery (except when used for our convenience) and other extraordinary expenses. All copying charges shall be billed at no more than twenty cents (\$.20) per page, which may include an allocation of the Firm's overhead and thus exceed actual cost. To the extent practical, large photocopying tasks will be sent out to an outside copy service in an effort to further reduce photocopying costs. On-line database retrieval charges (i.e., Lexis, Westlaw, CompuServe, Dialogue, etc.) shall be billed at actual cost or the Firm's best approximation thereof in the absence of per copy or permanent charges based upon actual time of use.

Dickinson Wright Reference

CLIENT NAME	CONTACT NAME/TITLE	ADDRESS
City of Dearborn	Jeremy Romer General Counsel	jromer@ci.dearborn.mi.us 313-943-3086
Oakland County Zoological Authority.	Brandon Kolo Board Chair	cckolo@romi.gov 248-858-0100
Macomb County ISD	Michael DeVault Superintendent	mdevault@misd.net 586-228-3302



FAUSONE & GRYSKO, PLC
ATTORNEYS AT LAW

August 22, 2024

Via Hand Delivery

City Legal Services
c/o Ypsilanti City Clerk
1 S. Huron St.
Ypsilanti, Michigan 48197

RE: Response of Fausone & Grysko PLC to Request for Proposals for Legal Services

Dear City Clerk Boudreau:

Enclosed please find our Proposal For Legal Services. This proposal is for general legal counsel, municipal prosecution and blight enforcement, and litigation legal services. The firm would also welcome the opportunity to perform other legal services such as labor relations, real estate, and environmental regulation, as needed. The firm does not provide bond counsel and does not generally litigate property tax appeals.

If selected, our firm can mobilize rapidly to provide a seamless transition in coverage for the full slate of the City of Ypsilanti's legal needs. Partner Brandon M. Grysko is authorized to represent the firm in this matter, and if you need any further information, please contact him directly at:

FAUSONE & GRYSKO PLC
41700 Six Mile Road, Suite 101
Northville, Michigan 48168
Office: (248) 912-3240
Fax: (248) 380-3434
bgrysko@thefgfirm.law

We greatly appreciate the opportunity to submit this proposal for consideration and look forward to hearing from you. Until then, I remain,

Very truly yours,

Brandon M. Grysko



FAUSONE & GRYSKO, PLC
ATTORNEYS AT LAW

**RESPONSE OF FAUSONE & GRYSKO PLC
TO
REQUEST FOR PROPOSALS FOR
CITY OF YPSILANTI LEGAL SERVICES**

Dated: August 22, 2024

Proposal Submitted Via Hand Delivery To:

City Legal Services
c/o Ypsilanti City Clerk
1 S. Huron St.
Ypsilanti, Michigan 48197

EXECUTIVE SUMMARY

Fausone & Grysko PLC, the premiere law firm of Western Wayne County, is excited for the opportunity to earn your trust and your business. We understand the needs of local communities because our attorneys have been providing excellence in municipal legal services for decades.

The Firm proposes to serve the City of Ypsilanti as its General Counsel and City Prosecutor.¹

In an effort to stay as near to the City's current legal budget as possible, we propose the following options from which the City could select:

GENERAL LEGAL SERVICES AND PROSECUTION

OPTION A – Annual Retainer Only	OPTION B – Blended Annual Retainer & Hourly
\$360,000.00	\$240,000.00 for the first 1,800 billable hours
	\$160 per hour for remaining work (approx. 600 billable hours)
Effective Hourly Rate: \$150	Effective Hourly Rate: \$140 (assuming 2,400 total billable hours)
NOTE: The effective hourly rates, above, are significantly lower than the bottom 25th percentile of municipal rates according to a recent State Bar of Michigan Economics of Law Practice report.	

Additional billable hours approved in advance by the City Manager or City Council will be billed at \$160 per hour. The Firm also welcomes the opportunity to provide additional legal services in areas such as labor relations, real estate, and environmental law, as needed.

LITIGATION HOURLY RATES

Partner	\$165.00
Other Attorneys	\$150.00
Paralegal	\$90.00

ANNUAL INCREASES

Rates increase annually at a rate of 4% for calendar years 2026 and 2027.

FEES & COSTS

Out-of-pocket expenses incurred during the course of representing the city will be charged to the client without markup, which may include copy fees (\$0.10 per page), postage, service of process, witness fees, arbitration or mediation costs, court costs, computer assisted research fees, etc.

As a courtesy, the Firm will not charge for mileage or drive time to City Hall or the 14A-2 District Court. Such costs and other travel-related expenses may be charged for reasonable and necessary travel to other offsite locations. When applicable, mileage will be at current IRS rates.

¹ The Firm does not provide Bond Counsel and does not generally practice Property Tax Appeals but does have established relationships with a number of firms providing such services.

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Malpractice Insurance		Exhibit B

PROPOSAL WORKSHEET

1. Name, address, telephone number, fax number and email address of the firm.
 - a. Length of time at present location.

Fausone & Grysko PLC
41700 Six Mile Road, Suite 101
Northville, Michigan 48168
Tel.: (248) 380-0000
Fax: (248) 380-3434
Email: bgrysko@thefgfirm.law
Length of time at current address: 16 Years

2. Name, email and telephone number of firm contact attorney.

Brandon M. Grysko, Esq.
bgrysko@thefgfirm.law
(248) 912-3240

3. Number of years the firm has been in practice.

29 years

4. Brief history of the firm and practice areas.

James G. Fausone launched his own law firm in 1995 after working for one of the country's largest law firms. In 2023, the law firm changed its name to **Fausone & Grysko, PLC**. The Firm includes 10 attorneys who collectively represent a wide range of clients from small businesses and individuals to governmental entities of varying sizes. The Firm is proud to include two bilingual (Spanish) attorneys among its ranks. Please visit our website at www.thefgfirm.law to learn more about us.

At present, the Firm's municipal clients include the City of Westland (General Counsel, Prosecutor, and Labor Counsel), the Downriver Utility Wastewater Authority (General Counsel), Macomb County (Special Counsel), and the Nankin Transit Commission (General Counsel and Labor Counsel). The Firm also currently and previously served as general and special counsel to a variety of other municipal entities.

Although a significant portion of the Firm's clients are municipal, the Firm maintains other practices including environmental, corporate and business law, real estate transactions, zoning and land-use planning, and civil and commercial litigation.

The Firm's breadth of experience in matters from environmental regulation to economic

development incentives make it an attractive candidate for this assignment.

5. Experience of the firm in representing municipalities.
 - a. Indicate any continuing legal education in the past two years relevant to municipal law.

General Municipal Experience

The Firm prides itself in its focus on practical solutions to real-world problems. We bring our public and private sector experience to bear to deliver results that clients have come to depend on. Having served as general counsel for Westland (Michigan's 10th largest city), the Firm is well-versed in the day-to-day legal issues inherent in home-rule city governance and experienced in working together with clients to promote best practices and operational risk management.

Although our general experience is noted in this section, here are some notable highlights:

- Attend dozens of public meetings each year to provide legal advice to client boards and commissions, such as the City Council, Zoning Board of Appeals, and Board of Ethics.
- The Prosecution team handles over 3,000 cases per year in district courts.
- Litigated a complex class action rate-making lawsuit for a municipal client.
- Served as special counsel to several municipalities concerning ARPA/State and Local Fiscal Recovery Fund projects.
- Won summary disposition of cannabis lawsuit that alleged city misconduct.
- Obtained summary disposition for nuisance abatement, a demolition order for a dangerous building, and a means of cost recovery against the property.
- Successfully sued a large landowner with a complex corporate structure to recover outstanding personal property taxes.

In addition to the above, the Firm regularly drafts ordinances, provides legal advice and opinions on day-to-day issues, counsels on zoning and land use, collective bargaining and labor arbitration, and real estate and economic development incentives. The Firm is well versed in defense litigation, and has also been called upon to go on the offensive, representing municipal clients in disputes with vendors and others.

Over the years, our attorneys have negotiated and drafted hundreds of contracts and inter-local agreements with third parties, including contracts for waste management, as-needed repairs, construction services, street sweeping, technology, and third-party insurance administration, cooperative local projects, and public-private partnerships.

Recently, we were retained by several municipal entities to serve as Special Counsel to provide legal advice on over a hundred million dollars' worth of projects funded by the American Rescue Plan Act - State and Local Fiscal Recovery Fund.

Continuing Legal Education

The Firm's attorneys are active in various organizations for continuing education. Examples of recent conferences or webinars attended by Firm attorneys include:

2024	State Bar of Michigan Government Law Section – 2024 Annual Winter Seminar
	Sobriety Court Conference
2023	Zoning Litigation - Enforcement in Circuit Court
	Operating While Intoxicated – Case Law Updates
	State Bar of Michigan Government Law Section – 2023 Annual Winter Seminar
2022	Domestic Violence Trial Strategies
2021	Michigan Sign Regulation Guidebook Training
	Prosecuting the Drugged Driver

Moreover, the Firm is actively engaged in the Michigan Association of Municipal Attorneys (MAMA), frequently responding to questions asked by other municipal attorneys or discussing emerging legal issues affecting municipalities.

6. Municipalities currently represented. The Firm and its of counsel attorneys currently represent a number of municipal entities in the following capacities:

Municipality	Role
City of Westland	General Counsel, Prosecutor, Labor Counsel,
Downriver Utility Wastewater Authority	General Counsel
Great Lakes Water Authority	Special Counsel
Nankin Transit Commission	General Counsel, Labor Counsel
Grosse Pointe Public Library	General Counsel
William P. Faust Public Library	General Counsel, Labor Counsel
Macomb County	Special Counsel
City of Taylor	Prosecutor
Van Buren Township	General Counsel
City of Romulus	Prosecutor

7. Municipalities represented in the past.

Municipality	Role
City of Wayne	General Counsel, Prosecutor
Northville Township	Special Counsel (Environmental/Economic Development)
City of Taylor	General Counsel & Special Counsel (Cannabis Presentation)
Redford Township	Special Counsel (ARPA)
Van Buren Township	Special Counsel (ARPA)

8. Experience of the firm in labor law.

The Firm's approach to labor law focuses on attempts to work collaboratively and resolve disputes before the point of arbitration or litigation. We always want to facilitate management's working relationship with the unions while not sacrificing any management rights. Of course, there are times when attempts at a negotiated resolution do not work, in which case the Firm has a track record of success in arbitration.

The Firm has appeared before numerous arbitrators, MERC administrative law judges, and labor mediators. The Firm was recently successful in a motion for summary disposition of an unfair labor practice based on the statute of limitations and failure to state a claim. Additionally, in the last five years, the Firm has never lost a disciplinary termination arbitration.

We regularly counsel management in development of policies and best practices, supervisor training, collective bargaining with employee unions, and providing management with interpretative guidance. The Firm has represented clients in administrative matters such as EEOC complaints, unemployment claims, and wage-and-hour claims. The Firm also provides general legal advice as to regulatory compliance with a growing number of employment laws, including FMLA, ADA, and EEO laws.

In addition to general employment, labor relations, dispute resolution, and collective bargaining, the Firm boasts unique experiences that combine general counsel and labor relations experience. For example, the Firm negotiated an interlocal agreement to combine fire departments under one regional umbrella, which also required joining two separate firefighter unions under one collective bargaining agreement. Moreover, the Firm established a regional dispatch center serving multiple communities. We also oversaw the legal aspects of outsourcing the dispatch function for a client, which resulted in reduction in force.

9. Experience of the firm in real estate law.

The Firm has extensive experience representing municipal and private sector clients in real estate and land-use transactions and litigation. The Firm has negotiated and drafted agreements for planned unit developments and conditional zoning. The Firm provides general counsel and legal advice to zoning boards of appeals and planning commissions and has successfully defended municipal zoning and licensing decisions on appeal in Circuit Court and the Michigan Court of Appeals.

The Firm has negotiated and drafted purchase and sales agreements for land being acquired or sold by municipal clients. In one instance, the Firm negotiated the sale of a cell tower, while retaining a city easement. The Firm also has environmental expertise and has assisted numerous municipal clients in navigating the complex regulatory scheme of the EPA and EGLE, including land-use planning with restrictive covenants.

The Firm represents municipalities in public-private partnerships for the remediation and development of difficult or contaminated properties. The Firm has represented both public and private clients in Brownfield projects, tax-increment financing, and tax exemptions and abatements, such as industrial facilities exemptions and commercial rehabilitation exemptions.

10. Court experience of the attorneys who will be assigned to City matters

Firm attorneys collectively have decades of experience in the courtroom.

Our principal litigators, Christopher S. Frescoln and Stephen J. Brown ("Joe"), have collectively litigated hundreds of cases in a variety of courts, including county circuit courts, business courts, federal district courts, and state and federal appellate courts. The Firm has practiced in the Washtenaw County Circuit Court.

Our primary prosecutors, Jacquelyn Bona and David Greco, collectively handle or oversee thousands of municipal cases each year.

The attached resumes of Firm attorneys show the plethora of diverse litigation and court experience of our attorneys as well as bar admissions.

11. Location of firm offices – Northville, Michigan, conveniently located near I-275 and Six Mile Road

- a. Located approximately 20 miles from Ypsilanti City Hall.
- b. Within 25-35 minutes' drive from Ypsilanti City Hall, traffic depending.
- c. The Firm maintains an office of approximately 6,000 square feet, with 12

attorney offices and 3 conference rooms.

- d. Each attorney has a desktop computer with multiple displays and fully equipped with anti-virus software, Microsoft Office, Adobe PDF, and electronic signing capability. The Firm utilizes Microsoft Teams and Zoom for remote meetings and court hearings and is also available for meetings and appearances in person.
- e. All computers have specifications similar or better than like law firms. Moreover, the Firm uses a reputable managed-service IT provider to ensure systems are secure and up to date.

12. Firm composition.

- a. Names of attorneys who will be assigned to City matters
 - i. Brandon M. Grysko, Partner
 - ii. James G. Fausone, Partner
 - iii. Jacquelyn Bona, Partner
 - iv. Christopher S. Frescoln, Partner
 - v. Stephen J. Brown ("Joe"), Senior Attorney
 - vi. David Greco - Greco Law PLLC, Of Counsel (currently representing Taylor, Van Buren, and Romulus)
 - vii. Associate attorneys may be utilized under the supervision of a firm partner. The above-listed will be principally responsible for this representation.
- b. At least 2 support staff will be assigned to City matters: 1 legal assistant and 1 paralegal.

13. Firm practice. List any features of your firm that would recommend your firm to provide legal services to the City of Ypsilanti.

Fausone & Grysko PLC has attorneys who also have specialty experience in areas like environmental law, local tax and economic development incentives, local cannabis regulation, complex municipal litigation, and more. In other words, the Firm has a deep bench and prides itself on being a partner to its clients, trusted to bring forward practical solutions to the problems created by the evolving legal landscape.

- 14. Resumes for firm attorneys are attached as **Exhibit A**. Additional information about our attorneys can be found at www.thefgfirm.law.
- 15. The Firm's current declaration page for its malpractice insurance is attached as **Exhibit B**. Note – Although the declaration page shows the normal annual expiration date of 08/22/2024, the insurance has already been renewed and new, updated declaration pages will be forwarded ASAP when available.
- 16. Firm attorneys have not been disciplined nor had their licenses to practice law suspended.

17. Firm attorneys have no conflict of interest affecting this assignment. To the best of the Firm's knowledge, Firm attorneys have not sued the City of Ypsilanti.
- To the best of its knowledge, the Firm does not represent any client with a contract with the city.
 - To the best of its knowledge, the Firm's attorneys do not have any relative working for the city.
 - Firm attorneys have never worked for the city.
 - Firm does not have any adverse interest to the city.
18. Give the name, address and telephone number of three references.

James Godbout, Deputy Mayor City of Westland 36300 Warren Road Westland, MI 48185 (734) 679-2777 (General Counsel, Labor Counsel, Prosecutor)	Lambrina Tercala, System Manager Downriver Utility Wastewater Authority c/o OHM Advisors 34000 Plymouth Rd. Livonia, MI 48150 (734) 466-4430 (General Counsel)
Township Supervisor (fmr.) Robert Nix Northville Township 18276 Arselot Drive Northville, MI 48168 (248) 318-1317 (Special Counsel)	Mark Deldin, Chief Deputy County Executive Macomb County 1 S. Main Mount Clemens, MI 48043 (586) 469-7001 (Special Counsel)
James Ridener, Executive Director Nankin Transit Commission 32150 Dorsey Street, Suite 16 Westland, MI 48186 (734) 729-2720 (General Counsel, Labor Counsel)	Adam Bonarek, Director of Finance, Risk & IT Redford Township 15145 Beech Daly Road Redford Township, MI 48239 (313) 387-2700 (Special Counsel)

19. Include an executive bid summary of not more than two pages. ***See Executive Summary Section at p. ii.***
20. Letter of Transmittal. ***See Enclosed Letter.*** The letter of transmittal should contain the following information:
- A clarification of which legal areas you are submitting a proposal
 - A positive commitment that should you be selected you are able to perform the services requested
 - The names of the persons authorized to represent the respondent, their titles, addresses and telephone numbers. This may be important if

different from the individual who signs the transmittal letter.

21. Any additional data the proposer feels may be helpful in the selection process.

22. Bid Amount (see below for requirements) ***See Executive Summary Section, p. ii.***

CERTIFICATION

I certify that the information contained in this proposal is true and accurate to the best of my information, knowledge, and belief and further certify agreement with the terms listed in the Submission Requirements section of the request for proposals.

I further certify that the Firm will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or other protected classification.

I further certify that the Firm is not an Iran Linked Business, and I shall provide such further certifications upon request to comply with the Iran Economic Sanctions act, MCL 129.313.

This proposal is valid for 120 days.

FAUSONE & GRYSKO PLC

Brandon M. Grysko, Partner

EXHIBIT A

BRANDON M. GRYSKO, ESQ.

Fausone & Grysko PLC
41700 W. Six Mile Rd., Suite 101
Northville, Michigan 48168
(248) 380-9976
Fax: (248) 380-3434

EMPLOYMENT:

2018-present	Fausone & Grysko PLC, Northville Partner - Concentrating in municipal law, labor law, zoning, planning, land-use, and real estate, economic development incentives, and related litigation
2022-present	Special Counsel for ARPA/SLFRF Projects Macomb County (2023-present) Redford Township (2023-2024) Van Buren Township (2022-2023)
2018-present	City of Westland Labor Attorney & Assistant City Attorney General Counsel to Westland Zoning Board of Appeals Liaison and General Counsel to Westland Board of Ethics
2019-present	Nankin Transit Commission General Counsel & Labor Counsel
2019-present	Downriver Utility Wastewater Authority Assistant General Counsel

AFFILIATIONS:

February 2021-present	Livonia-Westland Chamber of Commerce - Chair-Elect & Executive Committee.
2018- present	Michigan Public Employer Labor Relations Association - Member
2019-present	Michigan Association of Municipal Attorneys - Member
2020-present	Livonia First Responder Foundation - 501(c)(3) public charity - Founding Director, Secretary

SELECT PUBLICATIONS:

Brandon M. Grysko, *State Budget Creates Uncertainty In Local ARPA Project Commitments*, MICHIGAN LAWYERS WEEKLY, Aug. 2023.

Brandon M. Grysko, *As Costs Soar, Attorneys Can Add Value Through Economic Development Incentives*, MICHIGAN LAWYERS WEEKLY, Aug. 2022.

Brandon M. Grysko, *Got FOIA? Public Disclosure, Body-Worn Cameras, and Police Policy*, MICHIGAN POLICE CHIEFS, Winter 2017, at 24-25.

PRESENTATIONS:

February 2022	Municipal Marijuana Regulation - Special Counsel - City of Taylor, City Council Presentation
June 2020	Owner Obligations During Covid-19: Business Re-Openings - Presenter - Hartland Area Chamber of Commerce
May 2020	Re-Opening in COVID-19 Times: What Every Business Needs to Know - Co-Presenter - Joint Webinar with the Michigan Manufacturer's Association
June 2019	Gender Identity and Sexual Orientation in the Workplace – Presenter – Coalition of Personnel Administrators
April 2019	Forum for Employers in a World of Recreational Marijuana - Panelist - Livonia Chamber of Commerce
December 2019	HR Roundtable: Effects of Marijuana on Business and in the Community - Presenter – Southern Wayne County Regional Chamber of Commerce
December 2018	Higher Education Law and Public Policy - Guest Lecturer - Madonna University
February 2018	Negotiation and Problem Solving (Leadership Workshop Series) – Guest Lecturer – Henry Ford Community College
November 2017	Negotiation and Problem Solving – Guest Lecturer - Clarenceville High School

COURT ADMISSIONS:

State of Michigan
U.S. District Court - Eastern District of Michigan

EDUCATION:

Western Michigan University Thomas M. Cooley Law School
Lansing, Michigan
Juris Doctor, Magna Cum Laude

Madonna University
Livonia, Michigan
BS Criminal Justice, High Honors

JAMES G. FAUSONE, ESQ.

Fausone & Grysko PLC
41700 W. Six Mile Rd., Suite 101
Northville, Michigan 48168
(248) 380-1818
Fax: (248) 380-3434

EMPLOYMENT:

1995-present	Fausone & Grysko PLC, Northville Partner - Concentrating in business advice, environmental law, Municipal law and related litigation
2018-present	Downriver Utility Wastewater Authority General Counsel
2010-present	City of Westland City Attorney
2010-present	Conference of Western Wayne Special Counsel
1982-1993	Dykema Gossett, Detroit Partner - Concentrating in environmental law and related litigation.
1981-1982	Michigan Court of Appeals, Judicial Clerkship

AFFILIATIONS:

October 2019	Hermelin Award for Volunteering University of Michigan SON & COE
June 2018-present	Home of Heroes - Medal of Honor - Director
January 2018-present	Michigan Military and Veterans Hall of Honor – Board of Directors
November 2017	Civil and Environmental Engineering Department Distinguished Alumni Award, University of Michigan, College of Engineering
June 2017	Governor's Work Group on Long Term Infrastructure Financing
May 2017	Honorary Associates in Arts and Sciences, Schoolcraft College
2017-present	Center for Digital Engagement - EMU
2014-present	Veterans Radio - Director and Co-Host
2011-2015	Board of Water Commissioners, City of Detroit, Detroit Water & Sewage Dept. - Chairman of Board: April 2011 – 2015

2010-2019	University of Michigan College of Engineering Civil & Environmental Engineering Alumni, Friends Association, Board of Directors
2004-2016	Canton Public Library Trustee
1999-2005	University of Michigan College of Engineering - Alumni Society Board Chairman 2003-2005

EDUCATION:

Gonzaga University School of Law
Spokane, Washington
Juris Doctorate, Magna Cum Laude 1981

University of Michigan
Ann Arbor, Michigan
BSE Environmental Engineering 1976
BS Oceanography 1976

CHRISTOPHER S. FRESCOLN

41700 West Six Mile Road, Suite 101
Northville, MI 48168

(248) 380-0000 • cfrescoln@thefgfirm.law

SUMMARY

Partner responsible for managing business, real estate and commercial litigation and resolution practice, with unique expertise in commercial and residential real estate transactions and disputes.

EXPERIENCE

Fausone & GRYSKO, PLC, Northville, Michigan
Partner

May, 2010 – Present

Leader of the business, real estate and commercial litigation practice with 20+ years' experience in litigating and resolving disputes both big and small, from high-exposure \$150 Million class action defense to simple landlord-tenant summary proceedings. Representative work includes:

- *General Mill Supply Co v Great Lakes Water Authority*, Wayne County Circuit Case No. 2018-011569-CZ: Lead defense counsel in class action alleging approximately \$150 Million in damages for alleged systematic overcharging of industrial waste control charges to the plaintiff class of commercial users of GLWA's wastewater services; litigated through thousands of hours of complex written discovery, depositions, massive historical investigation of state and federal regulations and regulatory and civil actions, four separate dispositive motions, ten rounds of responses, replies and supplemental briefing of dispositive motions, and ultimately settled for a small fraction of damages claimed through eight Mediation sessions over two years.
- *Wiggins v City of Burton*, 291 Mich App 532; 805 NW2d 517 (2011): Lead plaintiffs' and appellants' counsel for individuals subjected to municipally-approved installation of an open drain in their backyard at the insistence of neighbors who demanded relief from water retention issues on their parcels; litigated extensively against multiple parties and insurance companies in the trial court, pursued a successful appeal that resulted in an important precedent in the law of trespass and nuisance that has been cited in over 100 state and federal appellate opinions since 2011, and ultimately obtained favorable resolution on remand for the removal of the drain and recoupment of expenses and attorney fees. Co-author with Ronald E. Reynolds, "*Wiggins v City of Burton: The Court of Appeals Successfully Transforms Water into Sticks, But Misses the Mark on Inverse Condemnation*", *Michigan Real Property Review*, Spring 2012.
- *Brian Puzsar v Tyrone Rashid, et al.*, Oakland County Circuit Case No. 2020-180570-CH: Lead plaintiff's counsel for owner of a \$1 Million+ parcel of real estate who improvidently conveyed the parcel to himself and the defendant as joint tenants with full rights of survivorship without receiving any compensation and ceded possession to the defendants while he paid all expenses for the parcel while the defendants contributed nothing; successfully obtained summary disposition against the defendants, restoring sole ownership of the property to the plaintiff, securing an Order for ejectment of the Defendants, returning possession of the property to the plaintiff and obtaining summary disposition of his money damage claims, and successfully defending all defendants' efforts on appeal.

SWISTAK LEVINE, PC, Farmington Hills, Michigan
Associate Attorney

January, 2004 – April, 2010

- Litigated real property and land title disputes as counsel for both owners of real estate and mortgage lenders pursuant to title insurance policies.
- Represented commercial and residential landlords in landlord-tenant disputes for both possession of leased premises and personal money judgments; extensive trial experience in summary proceedings for possession.
- Established significant new and continuous client relationships with multiple large domestic companies requiring title litigation services.

KITCH ATTORNEYS & COUNSELORS, PC, Detroit, Michigan
(Formerly KITCH, DRUTCHAS, WAGNER, DENARDIS & VALITUTTI)

Associate Attorney

January, 2002 – December, 2003

- Member of the Long Term Care litigation team, representing nursing homes, long term care facilities and their professionals in professional malpractice litigation.
- Prepared cases for trial and summary disposition through preparation of pleadings, affirmative defenses, discovery, legal memoranda and dispositive motions.

EDUCATION

WAYNE STATE UNIVERSITY LAW SCHOOL

May, 1998 – April, 2001

Juris Doctor, May 2001

UNIVERSITY OF MICHIGAN, Ann Arbor, MI

September, 1993 – May, 1997

Bachelor of Arts in History, May 1997

AWARDS AND RECOGNITIONS

AV Preeminent Rating, Martindale-Hubbell® Peer Review Ratings; June, 2013
Rising Star, Super Lawyers® magazine; 2009, 2011 – 2014
Four-year Letterwinner, University of Michigan Varsity Hockey Team, 1993 – 1997
Member of Michigan's NCAA Division I National Championship Hockey Team, 1996
University of Michigan Athletic Academic Achievement Award, 1995-96, 1996-97
Academic All-Big Ten, 1996-97

MEMBERSHIPS, ADMISSIONS AND ORGANIZATIONS

State Bar of Michigan, November 2001 – Present
United States District Court, Eastern District of Michigan
State Bar of Michigan, Real Property and Litigation Sections
Nine-year Executive Board Member, University of Michigan Letterwinners M Club

JACQUELYN M. BONA (P48889)

41700 Six Mile Road, Suite 101
Northville, Michigan 48168
(248) 912-3241
Jbona@thefgfirm.law

EXPERIENCE

Fausone & Grysko, PLC

2017-present

Partner

City of Westland Prosecutor

- Manage 18th District Court prosecution, Sobriety Court, and Traffic Court
- Conduct pre-trials, motions and settlement conferences
- Conduct bench trials, jury trials, violation hearings
- Research, draft, and argue appellate motions and briefs
- Legal training for officers and Domestic Violence/Social Worker teams

Sole Practitioner

January 1994-December 2016

Attorney

- Acting Court Appointed Attorney for 18th District Court
 - Represented thousands of indigent defendants
 - Handled arraignments, pre-trials, motions, conferences, bench and jury trials
- Misdemeanor criminal defense attorney practicing in many area district courts

EDUCATION

Detroit College of Law

Juris Doctor received

June 1993

Michigan State University

B.A. James Madison College/Social Relations received

March 1990

STEPHEN J. BROWN (“Joe”)
41700 Six Mile Road, Suite 101, Northville, Michigan 48168
Office: (248) 380-0000 / Email: jbrown@thefgfirm.law

PROFESSIONAL EXPERIENCE

- FAUSONE & GRYSKO, PLC, Northville, Michigan** **2024**
Senior Attorney, Commercial & Municipal Litigation, Banking, Bankruptcy, and Creditors Rights
 - Member of ten-lawyer commercial boutique specializing in commercial litigation and municipal law
- PLUNKETT COONEY P.C., Detroit, Michigan** **2022-2023**
Senior Attorney, Banking, Bankruptcy and Creditor’s Rights Unit
 - Designated drafter for summary judgment and other specialized briefs in state and federal litigation
 - Designed and implemented debt reorganization and settlement agreements
- PEDERSEN & HOUP, Chicago, Illinois** **2016–2022**
Partner, Creditors’ Right, Restructuring, Bankruptcy and Commercial Litigation
 - Leader of Firm’s (3-person) Creditors’ Rights, Restructuring and Bankruptcy Practice Group
 - Monetized \$8 Million portfolio of 25 subprime mortgages on behalf of hedge fund
 - Successfully managed and led complex multi-state litigation on behalf of corporation facing simultaneous creditor actions in Delaware, Illinois state court and Illinois federal courts
 - Litigated successfully against major national financial institution for violations of confirmed chapter 11 plans of reorganization
- SCHUYLER, ROCHE & CRISHAM, PC, Chicago, Illinois** **2011–2016**
Partner & Firm’s Primary Insolvency Counsel
 - Served as primary debtor’s counsel in various chapter 11 corporate reorganization proceedings
 - Advised major factoring organizations in connection with bankruptcies and workouts
 - Foreclosed on large hotel and convention center and assisted in sale of related assets in private sales
 - “First chair” in various trials and evidentiary proceedings in state and federal court
 - Primary borrower’s or lender’s counsel in dozens of workout transactions resolved out of court
 - Obtained trial award against national mortgage servicer, *see In re Castle Home*, 520 B.R. 98
- SEYFARTH SHAW LLP, Chicago, Illinois** **2007–2010**
Finance Associate (Transactional)
 - Assisted small deal team in closing 20+ mezzanine or senior subordinate financings ranging in size from \$5 to \$20 Million, often involving the receipt of warrants
 - Argued immigration case at Seventh Circuit Court of Appeals, *see Jimenez-Viracacha*, 518 F.3d 511
- CROWLEY & LAMB, PC, Chicago, Illinois** **2004–2007**
Finance Associate (Litigation Unit)
 - Litigated commercial banking cases in state and federal court
- BANK ONE, NA (n/k/a JP Morgan Chase), Chicago, Illinois** **2002–2004**
In-House Workout Attorney
 - Co-managed bank’s middle-market workout and bankruptcy cases in Wisconsin and Indiana
 - Negotiated 30+ workouts and drafted 100+ workout-related contracts and forbearance agreements
- MAYER, BROWN, ROWE & MAW LLP, Chicago, Illinois** **1998–2002**
Bankruptcy & Securitizations Associate
 - Closed 10+ debt-reorganizing transactions on behalf of banks and finance companies
 - Member of team that securitized credit card, automobile, and fast-food receivables

EDUCATION

University of Wisconsin Law School, J.D., cum laude
 University of Wisconsin Business School, M.B.A., specialization in finance
 Diego Portales University, Santiago, Chile, legal exchange program
 University of Minnesota, B.A. in political science, honors student/Presidential Scholar
 University of Madrid, Madrid, Spain, study abroad program

STATE BAR ADMISSIONS

Admitted to practice law in Wisconsin, Illinois, Oregon, and Michigan

SELECTED PUBLICATIONS & LECTURES

- Author, "On Using Collateral Estoppel to Deny Discharge," published by Michigan Business Law Journal (Spring 2024 Edition)
- Author, "A Primer on MCA True-Sale Claims," published by Michigan Bankruptcy Journal (underwritten by the Federal Bar Association) (Winter 2024 Edition)
- Author, "On Anonymous UCC-1 Financings," published by Michigan Business Law Journal (Spring 2023 Edition)
- Author, "Senior Secured Bank v. MCA: A Recurrent Financial Feud and How to Better Control the Damage Done," published by the Michigan Business Law Journal (Summer 2020 Edition)
- Lecturer, "How to Prepare for Your Own Bankruptcy or the Bankruptcy of Your Borrower," Risk Management Seminar for Design and Construction Professionals (April 2016)
- Author, "DIP Factoring Facilities and Underlying Principles," published by International Factoring Association (July 2014)
- Co-Author, "On Syndicated Loans and Their Potential New Importance to Healthcare," published by the American Health Lawyers Association (September 2009)
- Author, "A Good Workout Can Make You Healthier," Issue of *ACG Journal* (May 2009)
- Co-Author, "Healthcare Finance: A Primer," Monogram published by the American Health Lawyers Association (2008)

LANGUAGES

- Ability to communicate in written and spoken Spanish (due to living and studying in Spain & Chile)

ADMITTED TO PRACTICE LAW IN FOLLOWING COURTS

- State Courts of Illinois–May 6, 1999
- State Courts of Wisconsin–June 23, 1998
- State Courts of Oregon–June 29, 2010
- State Courts of Michigan–August 29, 2018
- U.S. District Court for Northern of Illinois–June 24, 1999 (Member of Court's Trial Bar)
- U.S. District Court for Central Illinois–April 13, 2009
- U.S. District Court for Western Wisconsin–June 23, 1998
- U.S. District Court for Eastern Wisconsin–June 1, 2011
- U.S. District Court for Northern Indiana–August 24, 2016
- U.S. District Court for the Eastern District of Michigan–October 24, 2019
- Seventh Circuit Court of Appeals–April 10, 2007
- Supreme Court of the United States–May 12, 2008

DAVID F. GRECO, ESQ.
143 Cadycentre, #164
Northville, Michigan 48167
(248) 380-1975 office
(248) 763-2361 cell
David.Greco@Greco-Law.com

EMPLOYMENT:

Greco Law PLLC January 2024-present

Managing Member/Owner

Areas of Concentration: Municipal Law, Employment Law, Non-Compete Agreement Litigation, General Civil and Commercial Litigation

Gasiorek, Morgan, Greco, McCauley & Kotzian, P.C. – January 2008 to December 2023

Shareholder

Areas of Concentration: Municipal Law, Employment Law, Non-Compete Agreement Litigation, General Civil and Commercial Litigation

Sommers Schwartz P.C. – August 1995 to December 2007

Shareholder

Areas of Concentration: Municipal Law, Employment Law, Non-Compete Agreement Litigation, Personal Injury, General Civil and Commercial Litigation

Sommers, Schwartz, Silver & Schwartz, P.C.

Attorneys and Counselors at Law; Southfield, MI

Law Clerk, Summer 1993; 1994

Drafted motions and supporting briefs concerning federal labor law, employment law, commercial law, administrative law and other areas; worked extensively with Employment Law Department interviewing and evaluating potential clients, drafting complaints, motions and supporting briefs, and mediation statements; conducted legal research; drafted memoranda of law

Honorable Phyllis B. Gangel-Jacob

New York State Supreme Court; New York, NY

Judicial Intern, Spring 1994

Drafted and edited opinions; conducted legal research in areas of property law, administrative law, and domestic relations law.

Wayne Gavioli, Esq.

Town Attorney, Town of Orangetown; Orangeburg, NY

Intern, Summer 1991

Researched legal questions for town officials, town departments, and local residents; corresponded with federal, state, and neighboring local governments; observed meetings conducted by town officials and departments.

BAR ADMISSIONS STATUS:

State Bar of Michigan (November, 1995)
United States District Court, Eastern District of Michigan (December, 1995)
United States District Court, Western District of Michigan (July, 1997)
United States Court of Appeals for the Sixth Circuit (February, 2013)

PROFESSIONAL ORGANIZATIONS:

Michigan Association of Municipal Attorneys

Downriver Bar Association

SEMINARS/PUBLICATIONS

- Author, *Are Non-Compete Agreements Enforceable in Michigan?*, Novi News, (March 3, 2011)
- Speaker, Hurley Medical Center, 2005 Terry Thomas Obstetrics & Gynecology Update, *Liability Issues in OB/GYN*, (November 9, 2005)
- Speaker, Lansing Rotary Club, *Medical Liability: A Patient's Perspective* (April 21, 2006)
- Guest, "Due Process" WDIV-TV Channel 4, *Nursing Home Negligence*, (January 2006)
- Author, Op-Ed Piece - *Malpractice Cap Plan is Mostly a Distraction on Health Care Costs*, Detroit Free Press (March 28, 2005)

AWARDS/RECOGNITION:

- Selected for inclusion in *Best Lawyers in America®*
- Selected for inclusion in *DBusiness Top Lawyers*
- Selected for inclusion *Crain's Detroit Business Top Lawyers*
- Featured Attorney of the Month, Laches, Oakland County Bar Association (January 2002)

- Selected for inclusion in *Best Lawyers Consumer Guide* (2001)

COMMUNITY:

- Member, City of Novi – Planning Commission 2008-2019

EDUCATION:

New York Law School - New York, NY
Juris Doctor Degree; June 1995

Fordham University - Bronx, NY
Bachelor of Arts in Economics; May 1992



Associated Industries Insurance Company, Inc.
Administered through:
AmTrust E&S Insurance Services
160 Federal Street, 3rd Floor
Boston, MA 02110

Lawyers Professional Liability Insurance Declarations

NOTICES: THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF INSURANCE WILL BE REDUCED BY PAYMENT OF CLAIMS EXPENSES AND DAMAGES. PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, THE UNDERTAKING OF THE INSUREDS TO PAY THE SELF-INSURED RETENTION, AND IN RELIANCE UPON THE STATEMENTS IN THE APPLICATION AND ALL OTHER INFORMATION PROVIDED TO THE INSURER, AND SUBJECT TO ALL OF THE PROVISIONS OF THIS POLICY, SHALL CONSTITUTE THE CONTRACT BETWEEN THE INSUREDS AND THE INSURER.

POLICY NUMBER: AES1048431-08

1. **NAMED INSURED:** Fausone & Grysko, PLC
Named Insured Address: 41700 Six Mile Road, Suite 101
Northville, MI 48168

2. **POLICY PERIOD:**

Inception Date: 9/21/2023
Expiration Date: 8/22/2024

3. **LIMITS OF LIABILITY:**

Each Claim: \$3,000,000
Policy Period Aggregate: \$3,000,000

4. **SELF-INSURED RETENTION:**

Each Claim: \$25,000
Policy Period Aggregate: Not Applicable

5. **RETROACTIVE DATE:** 8/22/1995

6. **PRIOR & PENDING LITIGATION DATE:** 8/22/2017

7. **PREMIUM:** \$23,931

Premium	\$23,931.00
Policy Fee	\$225.00
MI SL Tax	\$598.28
Total	\$24,754.28

POLICY FEE: \$225

8. **FORMS & ENDORSEMENTS:** See Forms and Endorsement Schedule

9. **Notice of claim or circumstances:**

E-Mail: ClaimsOps@amtrustgroup.com
Telephone: 866.272.9267
Mail: AmTrust North America
233 North Michigan Avenue, Suite 1200
Chicago, IL 60601

10. **All other notices:** AmTrust Pro
233 North Michigan Avenue, Suite 1200
Chicago, IL 60601

IN WITNESS THEREOF, the **Insurer** has caused this policy to be signed below by its President, Secretary or duly authorized representative.



Secretary

"This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed."

THOMAS J. MCGRAW
G. GUS MORRIS
CRAIG R. NOLAND
STACY J. BELISLE
KEVIN K. KILBY
CHARLES E. LOVELL
THOMAS D. LANDA
BOGOMIR RAJSIC III
JOHN T. GEMELLARO
ANNA M. KATZ
ANGELO L. BERLASI, JR.
TRACEY R. DeVRIES
RYAN A. PUBLISKI

2075 W. BIG BEAVER ROAD
SUITE 750
TROY, MICHIGAN 48084
TELEPHONE: (248) 502-4000
FACSIMILE: (248) 502-4001

August 20, 2024

GLENN A. DIEGEL
OF COUNSEL

VIA OVERNIGHT DELIVERY

City of Ypsilanti
Attn: City Clerk Tracey Boudreau
1 S Huron Street
Ypsilanti, MI 48197

**Re: Transmittal Letter in Response to City of Ypsilanti's Request for Proposals
for Legal Services**

Dear Ms. Boudreau:

As set forth in the Commission's Request for Proposals for Legal Services, this document constitutes MCGRAW MORRIS P.C.'s transmittal letter stating this firm's understanding of the legal services work to be done on behalf of the Commission. This letter is further the firm's commitment to perform the work within the stated period and confirmation that the enclosed proposal is a firm and irrevocable offer for 60 days.

MCGRAW MORRIS P.C. is prepared to represent the City of Ypsilanti in all relevant municipal matters, in particular and as addressed in the proposal, in labor and real estate law. Should MCGRAW MORRIS P.C. be selected, we will be able to perform the services requested.

Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me at (810) 569-0352, or by email at kkilby@mcgrawmorris.com.

Very truly yours,

MCGRAW MORRIS P.C.



Kevin K. Kilby

McGraw Morris P.C.

KEVIN K. KILBY
2075 WEST BIG BEAVER ROAD
SUITE 750
TROY, MICHIGAN 48084
(248) 502-4000

WWW.MCGRAWMORRIS.COM

KKILBY@MCGRAWMORRIS.COM

**RESPONSE TO REQUEST FOR PROPOSAL FOR
ATTORNEY SERVICES FOR
CITY OF YPSILANTI WASHTENAW COUNTY**

1. FIRM CONTACT INFORMATION.

MCGRAW MORRIS P.C.

2075 West Big Beaver Road, Suite 750

Troy, Michigan 48084

Phone: 248.502.4000

Fax: 248.502.4001

Email: tmcgraw@mcgrawmorris.com

McGraw Morris P.C. has been at its Troy office for 15 years and the Grand Rapids office for 11 years.

2. PRIMARY ATTORNEY CONTACT INFORMATION.

Kevin K. Kilby

Phone: 810.569.0352

Mobile: 810.564.2379

Fax: 248.502.4001

kkilby@mcgrawmorris.com

www.mcgrawmorris.com

3. NUMBER OF YEARS IN PRACTICE.

MCGRAW MORRIS P.C. has been in practice for 15 years, and the firm's founder, Thomas McGraw, has been active in the legal field since 1993.

4. BRIEF HISTORY OF THE FIRM.

MCGRAW MORRIS P.C. is dedicated to the practice of municipal law and the defense of municipalities and municipal entities. The firm is comprised of 13 municipal attorneys and four executive assistants dedicated to fulfilling the legal needs of a diverse group of municipal clients. MCGRAW MORRIS P.C. was formed in 2009 and our attorneys possess many years of experience practicing municipal law.

All MCGRAW MORRIS P.C. attorneys possess Juris Doctorate degrees from law schools accredited by the American Bar Association and are members in good standing with the State Bar of Michigan. MCGRAW MORRIS P.C. is a member of the Michigan Association of Municipal Attorneys.

MCGRAW MORRIS P.C.'s primary office is located in Troy, Michigan. We also maintain an office in Grand Rapids, Michigan. These locations offer ready access to all state and federal courts in Michigan and provide more than sufficient office space to serve our municipal clients. MCGRAW MORRIS P.C. attorneys routinely represent municipalities in cases pending in courts throughout the State of Michigan and outside of Michigan when necessary. Our office locations also provide easy access to all municipal clients who require or request our attendance at meetings of any kind.

To best serve municipal clients, Thomas J. McGraw, the firm's founder, selected attorneys with a broad range of specialized expertise to join him when forming MCGRAW MORRIS P.C. This diverse knowledge base enables the firm to offer legal expertise in a number of areas, which are detailed below. As a small yet vastly knowledgeable firm, MCGRAW MORRIS P.C. provides exceptional legal guidance while remaining sensitive to the budgetary restraints of municipal clients.

5. EXPERIENCE IN REPRESENTING MUNICIPALITIES.

MCGRAW MORRIS P.C. has extensive experience in the following municipal legal areas:

Municipal Law and Litigation	DDA and Corridor District Law
Labor and Employment	Sewer, Water and Drain Law
Labor Arbitrations and MERC	Insurance Defense and Insurance Coverage and Litigation
Interlocal Authorities and Formation	Premises Liability
Police Professional Liability	Appellate Law
Public Entity Contract Drafting and Negotiation	Personal Injury Municipal Defense
Civil Rights Litigation	Alternative Dispute Resolution
Michigan Tax Tribunal Appeals	Historic District Law
Zoning, Land Use and Real Estate	Utility Regulation
Public Works Construction	

MCGRAW MORRIS P.C. prides itself in working with clients to provide prompt, effective and cost-efficient municipal legal services of the highest quality. As a law firm dedicated solely to municipal law, MCGRAW MORRIS P.C. is large enough to have the broad range of specialized expertise necessary to serve our municipal clients in all aspects of municipal law, yet small enough to have retained the personalized service and attention our clients expect and deserve.

MCGRAW MORRIS P.C. utilizes all electronic communication devices necessary to enable our clients to reach us at any time via e-mail and transfer information electronically at all times. This eliminates the need for costly paper mailings and delivery charges. Importantly, this enables us to be available to municipal clients located throughout the State of Michigan at any time. We have unlimited access to all legal research databases, which enables us to provide the most comprehensive and up to date analysis of legal issues possible. We are also happy to provide any request concerning continuing education for any relevant attorney in the firm.

6. MUNICIPALITIES CURRENTLY REPRESENTED.

The following are clients we currently represent through municipal insurance carriers and/or direct municipal representation.

Almont Township	Grand Blanc Township	Northville Township
Auburn Hills	City of Grand Haven	City of Novi
Bedford Township	Grosse Pointe	Pinconning DDA
Belleville DDA	Grosse Pointe Park DDA	Pittsfield Township
Benton Charter Township	Grosse Pointe Park ATIFA	Romeo DDA
Bridgeport Township	Grosse Pointe Woods	Sault Ste. Marie
Chesterfield Township	Karegnondi Water Authority	Sumpter Township
Crawford County	Kochville Township and DDA	Tawas Police Authority
Flat Rock	Logan Township	Thetford Township
Flint Township	Metro Police Authority of	City of Vassar and DDA
Frankenmuth DDA	Genesee County	Vienna Township and DDA
Genesee County Drain Commissioner	Mt. Morris Township	
	Northfield Township	

7. MUNICIPALITIES REPRESENTED IN THE PAST.

The following are clients we have previously represented through municipal insurance carriers and/or direct municipal representation.

Village of Almont	Frankfort	Oceana County
Argentine Township	Fruitport Township	Ogemaw County
City of Auburn	Village of Gaines	Onaway
Auburn Hills Public Library	Genesee County	Oscoda County
Baroda Township	Genesee Township	Oxford Township
Baroda-Lake Township	City of Grayling	Village of Oxford
Police Department	Grosse Ile Township	Village of Parma
Bay County Bedford Twp.	Hampton Township	Plymouth
Blackman Township	Hamtramck	City of Pontiac
Village of Burr Oak	City of Hancock	Village of Port Sanilac
Cambridge Township	Harrison Township	Presque Isle County
Carrollton Township	Holland	Ray Township
Cascade Township	Village of Holly	City of Richmond
Caseville	Houghton County	Richmond-Lenox EMS
Cass City	Kalamazoo Township	Romulus
City of Cheboygan	Lake Township	Roseville
Clayton Township	Lansing Township	Saline
Clinton Township	Leland Township	Shelby Township
Clio	Village of Lennon	Somerset Township
Coloma Township	Lenox Township	Southgate
Dalton Township	City of Linden	South Lyon
Dearborn	Maple Valley Township	St. Joseph Township
Denmark Township	Marine City	Sterling Heights
Village of Douglas	Milford Township	City of Taylor
Village of Dundee	Montrose	Thomas Township
East China Township	City of Morenci	Trenton
East Grand Rapids	Mundy Township	Tyrone Township
Village of Elkton	Village of Northport	Unadilla Township
City of Fenton	City of Norton Shores	City of West Branch
Fenton Township	Oakland Township	

8. PRACTICE AREAS AND EXPERIENCE IN REPRESENTING MUNICIPALITIES RELATIVE TO SCOPE OF WORK.

General Municipal Law

MCGRAW MORRIS P.C. represents numerous municipalities throughout the State of Michigan as municipal counsel. The firm has knowledge regarding all of the requirements of the Home Rule Cities Act, the Fourth Class Cities Act, the Charter County Act, the Charter Township Act, the General Law Township Act, the General Law Village Act, and the Home Rule Village Act. Based on this knowledge, we regularly prepare ordinances and resolutions for municipal governing bodies and prepare legal opinions regarding all aspects of these statutes.

We provide significant assistance in responding to FOIA requests, developing comprehensive FOIA policies, record retention policies, and policies for email and other electronically stored documents. We provide assistance in ensuring compliance with Michigan's Open Meetings Act. When requested, we provide legal

opinions relating to each of these topics, including guidance in maintaining electronic records for compliance with Michigan's revised court rules regarding discovery of electronic data in the event of litigation.

MCGRAW MORRIS P.C. has extensive knowledge in resolving disputes relating to the creation and dissolution of public agencies and departments, including, but not limited to, water authorities and downtown development authorities. As counsel for water authorities and drain commissioners, we have knowledge of the Clean Water Act and the administrative rules and regulations regarding the Clean Water Act. We have also prepared incorporating documents, model water supply contracts, resolutions, bylaws, and various other documents needed by water authorities in order to comply with Michigan Public Act 233 of 1955, as amended. We have provided substantial counsel to municipalities regarding easements for water and sewer line construction. We provide assistance in perfecting liens on real property for delinquent water and sewer accounts.

Labor and Employment

MCGRAW MORRIS P.C. maintains an extensive labor and employment practice and is continually involved in civil litigation relating to employment and labor in state and federal trial and appellate courts. We counsel municipal clients in a multitude of employee relations matters including: negotiating, drafting and analyzing labor contracts and collective bargaining agreements, grievance arbitrations, Act 312 interest arbitration and unfair labor charges and other issues before the Michigan Employment Relations Commission. We also counsel clients in preparing personnel policies and manuals, Bullard-Plawecki compliance, employee progressive discipline, termination, Family Medical Leave Act, ADA and military leave compliance, employee conflicts and all other aspects of daily employee supervision. We are experienced in handling employee discipline hearings, termination hearings, unemployment benefit hearings and defending wage and hour claims.

9. EXPERIENCE OF THE FIRM IN REAL ESTATE.

Real Estate

MCGRAW MORRIS P.C. not only routinely assists municipalities with issues surrounding real estate, but we also represent private individuals and entities with respect to a variety of real estate issues. We have represented municipalities, owners, investors, and developers with the acquisition, disposition, and development of a variety of different types of properties throughout the United States. In this area, we have handled commercial purchases and sales with a total monetary value in excess of \$100 million dollars.

We have also represented many clients with respect to commercial lease negotiations and documentations. Throughout these processes, we have assisted clients with due diligence review, including, environmental liability, conditions of title and insured risks, surveys, financing, tax incentives, governmental approvals, and permitting. We are also knowledgeable in both traditional and innovative uses of condominiums in both residential and business projects, including the use of the condominium form of ownership in public-private redevelopment. We have extensive backgrounds structuring complex deals involving real property of all types, corporate formations, construction and development tactics environmental due diligence, and federal, state, and local economic development incentives and grants, including Opportunity Zone Funds and Qualified Opportunity Zone Businesses.

10. COURT EXPERIENCE OF ATTORNEYS ASSIGNED TO CITY MATTER.

Kevin K. Kilby

Kevin Kilby has years of experience in municipal law and is head of the firm's municipal law committee. Mr. Kilby is one of only eleven attorneys in Michigan to complete the Academy of Municipal Attorneys, and his

background as a city administrator provides an inside-perspective on the inner workings of municipalities.

Thomas J. McGraw

Mr. McGraw has specialized for nearly three decades as a trial attorney in municipal litigation, labor and employment, and zoning and business disputes. Thomas McGraw has clients throughout the state of Michigan and has significant litigation experience in state and federal courts. Further, he has served on numerous municipal councils and has served over 100 municipalities in the state of Michigan.

Stacy J. Belisle

Stacy Belisle practices primarily in employment and labor law litigation. Ms. Belisle has abundant experience in Michigan's state and federal trial and appellate courts. Ms. Belisle is a member of the Michigan Association Municipal Clerks, Oakland County Clerks, and Michigan Public Employers Labor Relations Association.

Charles E. Lovell

Mr. Lovell focuses his practice primarily in municipal and police liability defense. Since joining the firm in 2016, Chuck has frequently appeared before both state and federal court in all areas of litigation.

Thomas D. Landa

Tom Landa has litigation experience in a variety of legal matters including municipal zoning and land use, real estate, and commercial. Tom has litigated in Wayne, Oakland, Macomb, St. Clair, Washtenaw, and Kalamazoo state courts.

Angelo L. Berlasi

Angelo Berlasi has litigation experience focused primarily in labor and employment counseling, municipal law, and insurance defense. Mr. Berlasi also has extensive experience in drafting employment policies and procedures; sales claims; bargaining unit disputes; and employment contract drafting and negotiation.

John Gemellaro

John Gemellaro served as an attorney for the Michigan State Police, and has spent a decade as a prosecuting attorney for Macomb County. Mr. Gemellaro has litigated hundreds of cases, including an impressive number of successful jury trials.

11. LOCATION OF FIRM OFFICES.

Proximity to Ypsilanti City Hall – Troy Office

The Troy Office is 51 miles away from Ypsilanti City Hall, which is about 60 minutes in travel time. There are ten offices and four conference rooms. Every office is equipped with new desktops, and Microsoft Word is the preferred word processing tool used, and Citrix the primary program.

Proximity to Ypsilanti City Hall – Grand Rapids Office

The Grand Rapids Office is 143 miles away from Ypsilanti City Hall, which is about 130 minutes in travel time. There are four offices available and two conference rooms equipped with desktops. Word is the preferred

word processing tool used, and Citrix the primary program.

12. FIRM COMPOSITION.

Thomas McGraw, Kevin Kilby, Stacy Belisle, Charles Lovell, Thomas Landa, Angelo Berlasi, and John Gemellaro will be the attorneys assigned to City matters. There are 4 support staff who assist in City matters.

13. FIRM PRACTICE AND FEATURES.

MCGRAW MORRIS P.C.'s primary office is located in Troy, Michigan, where MCGRAW MORRIS has been based since 2009. We also maintain offices in Grand Rapids Michigan. These locations offer ready access to all state and federal courts in Michigan. MCGRAW MORRIS P.C. attorneys routinely represent municipalities in cases pending in courts throughout Michigan and outside of Michigan when necessary. Our office locations also provide easy access to all municipal clients who require or request our attendance at meetings of any kind.

All MCGRAW MORRIS P.C. attorneys recognize that detailed and timely communications with clients are essential to a successful partnership. As such, all attorneys are available at all times via office phone, mobile phone and email. We utilize all electronic communication devices necessary to enable our clients to reach us at any time via e-mail and transfer information electronically at all times. This eliminates the need for costly paper mailings and delivery charges. Importantly, this enables us to be available to clients located throughout the State of Michigan at any time. Our policy is to return all inquiries within two hours of initiation.

14. LEGAL TEAM RESUMES.

Kevin K. Kilby

Kevin Kilby is a former city administrator for the City of Clio, a former police officer and has a master's degree in public administration. He has been involved in municipal government for a number of years and is the head of the firm's municipal law committee. He is skilled in all aspects of municipal law, including representing municipalities regarding general municipal law, representing and tax increment financing authorities, advising clients on sewer, water and drain law, and the creation and dissolution of interlocal authorities and assisting with their daily operational needs. Mr. Kilby's background as a city administrator provides McGraw Morris P.C. with a unique perspective on the inner workings of municipalities.

This knowledge is a particular asset to our municipal clients in that McGraw Morris P.C. is sensitive to the political and administrative issues that confront municipalities when faced with real-life legal decisions. Mr. Kilby is a partner with the firm and one of only eleven attorneys in Michigan to successfully complete the Academy of Municipal Attorneys.

Thomas J. McGraw

Mr. McGraw is the founder and president of McGraw Morris P.C. Having specialized for nearly 26 years as a trial attorney in the areas of municipal litigation, labor and employment, civil rights defense, zoning and business disputes, he is one of the leading municipal litigation attorneys in the Midwest. His clients are municipalities, school districts, hospitals and insurers throughout the State of Michigan. He has significant litigation experience in all state and federal courts in Michigan, including federal and state courts of appeal and the United States Court of Appeals for the Sixth Circuit, located in Cincinnati, Ohio.

Mr. McGraw is a frequent presenter to municipal groups and is the founder of The Legal Institutes, a municipal legal training service (www.thelegalinstitutes.com). He has served as litigation counsel to over 100 municipalities in Michigan. He has served as municipal and/or labor counsel or assistant municipal counsel to many municipalities, including the Cities of Romulus, Trenton, Southgate, East Grand Rapids, Keego Harbor and

Montrose as well as Cascade Township, Kochville Township, Northfield Township, City of Vassar, City of Auburn, Village of Parma, Northville Township, City of Troy, City of Sault Saint Marie, Sumpter Township and the Genesee County Drain Commissioner's Office, Division of Water and Waste Services.

Stacy J. Belisle

Stacy Belisle practices primarily in employment and labor, civil rights, immigration law and litigation. Ms. Belisle has substantial litigation experience in Michigan's state and federal trial courts and appellate courts. She routinely defends employers in charges filed with the US Equal Employment Opportunity Commission and Michigan Department of Civil Rights and defends employers in all levels of unemployment appeals. Ms. Belisle advises municipalities on all aspects of labor and employment law with respect to negotiation and interpretation of collective bargaining agreements, responding to union grievances, arbitration of grievances, drafting and applying personnel/employment handbook provisions, drafting and advising on employee discipline, investigating workplace harassment and discrimination allegations and advising municipal employers regarding risk and lawsuit prevention with respect to their workforces. Ms. Belisle routinely conducts seminars on labor and employment issues for municipalities and municipal organizations. Ms. Belisle is a partner with the firm.

Charles E. Lovell

Chuck is a Partner at McGraw Morris' Troy location. He joined the firm in 2016 and focuses his practice in civil litigation, municipal, business disputes, police liability defense, and insurance defense. He regularly appears before state and federal courts in all areas of litigation. He gained invaluable experience while interning for the Chief Judge of the Macomb County Circuit Court and as a Senior Editor for the UDM Law Review.

Thomas D. Landa

Thomas Landa is a Partner at the McGraw Morris' Troy location and heads its Business and Real Estate Transactions and Litigation Practice Group. He concentrates his practice in the areas of general corporate and business law, real estate, commercial litigation, and municipal law. Mr. Landa routinely assists municipalities with respect to a variety of real estate matters, including, property tax assessments and appeals, downtown development authorities, the tax increment financing process and procedure, zoning ordinances, and zoning litigation involving federal and state law. His litigation experience in these areas allow him to anticipate and spot potentially troublesome situations or issues that can arise in a variety of business and real estate transactions.

Angelo L. Berlasi

Angelo is an attorney in the firm's Troy office. He focuses his practice in labor and employment counseling and litigation, municipal law, and insurance defense. He has experience representing both private and public entities in matters involving allegations of discrimination, harassment, and retaliation; drafting employment policies and procedures; sales representative claims; bargaining unit disputes; and employment contract drafting and negotiation.

John Gemellaro

John came to McGraw Morris as a partner in 2023 after serving as an in-house attorney for the Michigan State Police. Prior to that, John spent a decade as a prosecuting attorney in Macomb County. John specializes in defense of police liability claims and has litigated hundreds of cases during his career, including a significant number of successful jury trials.

15. STATEMENT REGARDING INSURANCE.

The firm carries professional liability insurance in the amount of \$2,000,000.00.

ASPEN AMERICAN INSURANCE COMPANY	
	
Administrative Offices	Statutory Home Office
Newport Office Center III 499 Washington Boulevard, 8th Floor Jersey City, NJ 07310	350 North St. Paul Street Dallas, TX 75201

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. UNLESS THIS POLICY IS OTHERWISE ENDORSED, CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMITS OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

COMPANY: ASPEN AMERICAN INSURANCE COMPANY

POLICY NUMBER: LPP001288-10

RENEWAL OF: LPP001288-09

PRODUCER NAME & ADDRESS:

B&B Protector Plans, Inc.
d/b/a The Lawyer's Protector Plan
655 North Franklin Street
Suite 1900
Tampa, FL 33602

1. NAMED INSURED:

McGraw Morris P.C.

2. ADDRESS:

2075 West Big Beaver Road
Suite 750
Troy, MI 48064

3. POLICY PERIOD: EFFECTIVE DATE: 10/15/2023 EXPIRATION DATE: 10/15/2024
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Item 1. above.

4. LIMITS OF LIABILITY (Inclusive of claim expenses ☒ or; exclusive of claim expenses ☐):

- A. \$2,000,000 Limit of Liability - Each Claim
B. \$2,000,000 Limit of Liability - Policy Aggregate



Aspen American Insurance Company

SIGNATURE PAGE

IN WITNESS WHEREOF, the **Company** has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.



Secretary



President

16. DISCIPLINE.

There has been no disciplinary case against any of the aforementioned attorneys that have resulted in a finding of misconduct. Neither has the license to practice law ever been suspended for any of the attorneys.

17. STATEMENT REGARDING CONFLICTS OF INTEREST.

MCGRAW MORRIS P.C. affirmatively states that it presently has no interest, either direct or indirect, which would conflict with the performance of legal services and representation to the City of Ypsilanti. Because MCGRAW MORRIS P.C. focuses primarily on representing municipalities, conflicts of interest rarely arise.

However, MCGRAW MORRIS P.C. has adopted the following conflict of interest policy:

Prior to engaging a new client, MCGRAW MORRIS P.C. reviews its client data base to ensure that the proposed client and any opposing parties have not been involved in any matters handled by the firm. Once we confirm that the proposed client and the opposing parties have not been involved in any matters handled by MCGRAW MORRIS P.C., an e-mail is sent to all of the employees of the firm to ensure that they have not handled matters with the proposed client or any opposing parties at this firm or at their prior employer. If we confirm that the firm or its employees have not been involved in any matters with the proposed client or any opposing parties, MCGRAW MORRIS P.C. will proceed with the representation.

MCGRAW MORRIS P.C. has not brought action against the City of Ypsilanti. Further, MCGRAW MORRIS P.C. does not represent any client with a contract with the city or has relation to any individual working for the City. There has been no previous work for the City, nor any adverse interest to the City.

18. CLIENT REFERENCES.

The following references represent clients for whom we have provided exemplary service based on feedback from their representatives. Our representation of these clients is ongoing.

John O'Brien, Deputy CEO
Karegnondi Water Authority
G-4610 Beecher Road
Flint, MI 48523
(810) 732-7870
jfobrien@gcdcwws.com

Police Chief Matthew Bade
Metro Police Authority of Genesee County
5420 Hill 23 Drive
Flint, MI 48507
(810) 820-2190
badem@metropolicegc.org

Steve King, Township Manager
Kochville Township
5851 Mackinaw Road
Saginaw, MI 48604
(989) 792-7596
Manager@Kochvilletwp.com

Lyle Davis, Chairperson
Kochville Township DDA
5851 Mackinaw Road
Saginaw, MI 48604
(989) 652-5800
lyle.davis@dml-management.com

19. BID AMOUNT.

MCGRAW MORRIS P.C.'s annual retainer amount is \$340,000. The litigation hourly rate is \$250 an hour. MCGRAW MORRIS P.C. will not charge for mileage for attendance at City of Ypsilanti meetings at its principal place of meetings. MCGRAW MORRIS P.C. does not charge for telephone line costs, in-house photocopying or fax transmissions. In the rare instance that MCGRAW MORRIS P.C. is required to utilize an overnight carrier such as UPS or FedEx, the actual cost of the service will be billed to the City of Ypsilanti.

MCGRAW MORRIS P.C. bills in tenth of an hour increments. MCGRAW MORRIS P.C. will provide the City of Ypsilanti with monthly billing invoices. MCGRAW MORRIS P.C. generally sends its billing statements out during the first two weeks of each month. Most items are billed on one invoice for general services. However, anytime the City of Ypsilanti requests a separate billing file be established for the ease of tracking expenditures, MCGRAW MORRIS P.C. will be happy to establish a separate billing file and invoice.

We would be happy to discuss a flat fee rate after six months of providing services to the City of Ypsilanti in order to adequately assess any legal services needed.

20. EXECUTIVE BID SUMMARY.

MCGRAW MORRIS P.C. is comprised of an extremely diverse legal team with a wide range of legal experience and expertise. MCGRAW MORRIS P.C. has 15 years of practice in competently representing over 100 municipalities across the state of Michigan. As we are known for our efficiency and prompt responsiveness, this helps us maintain good client relationships throughout the state.

Further, MCGRAW MORRIS P.C. attorneys teach municipal officials through The Legal Institutes (www.legalinstitutes.com), which provides training services devoted to labor, employment and municipal law. Through The Legal Institutes, MCGRAW MORRIS P.C. attorneys prepare extensive presentation materials, are continuously updating their legal knowledge, researching cutting edge legal issues and teaching hundreds of municipal officials in these areas every year. Our attorneys are continually updating their legal knowledge of all areas of municipal law to present the most timely and accurate information and guidance to municipal officials and employees. As a leader throughout the state of Michigan for municipal matters, is a safe and proactive firm to choose to best represent the City of Ypsilanti.

The lead time required for attending scheduled or ad-hoc meetings is one day. MCGRAW MORRIS P.C. prides itself on accessibility and responsiveness to meet the needs of its municipal client.

We defend municipal clients in lawsuits and arbitrations before state and federal courts on claims under the Michigan Whistleblowers' Protection Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Fair Labor Standards Act, Equal Pay Act, Family Medical Leave Act, Title VII, Michigan Persons With Disabilities Civil Rights Act, Michigan Elliott-Larsen Civil Rights Act and constitutional claims under the First and Fourteenth Amendments. Our municipal practice routinely involves the application of statutory governmental immunity. In addition to our work in state and federal courts, we commonly engage in appellate work before state appellate courts and the Sixth Circuit Court of Appeals. Because we represent municipalities throughout Michigan, we are skilled in defending our clients against some of the top employment litigators in the state. We regularly obtain summary disposition on behalf of municipal employers.

We have substantial knowledge in preparing employment contracts, severance agreements, personnel and policy handbooks, disciplinary, email, and dispute resolution policies. We regularly counsel clients in issuing progressive discipline to all employees, including police and fire department personnel. We also counsel municipalities in responding to grievances regarding discipline and represent employers in arbitration involving employee grievances. We advise clients on issues relating to leave and return from leave pursuant to the Family Medical Leave Act and state and federal military leave acts.

We assist municipalities in responding to EEOC and Michigan Department of Civil Rights Charges and routinely instruct municipal groups in proper handling of discrimination and harassment claims. We represent municipalities in unemployment hearings and appeals, and have prevailed in employee appeals that have proceeded to circuit court. We assist in ensuring that the payment of wages and benefits to employees is in compliance with state and federal wage and hour laws.

MCGRAW MORRIS P.C. has extensive experience in resolving disputes related to the creation and dissolution of public agencies and departments, such as water authorities and downtown development authorities. Our attorneys have significant experience in prosecutorial work, handling all civil and criminal misdemeanor prosecutions, including traffic violations, for municipalities such as Sterling Heights, Fraser, Romulus, Southgate, Cascade Township, and East Grand Rapids.



REQUEST FOR LEGISLATION

September 3, 2024

From: Andrew Hellenga, City Manager

Subject: IAFF Letter of Agreement: In Relation to Pregnant Employees

The IAFF, International Association of Fire Fighters, contract took effect in July 1, 2022 with a conclusion date of Jun3 30, 2027. Recently, union representation requested a letter of agreement to address process when a firefighter becomes pregnant. As written, if an employee were to become pregnant, they would be required to work light duty and only able to work forty hours, instead of the typical fifty-four hours.

This agreement would allow the employee to chose to work fifty-four receiving full pay and remove the determent from growing their family.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Draft Letter of Agreement, IAFF Contract

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: 9/3/2024

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-192
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the attached Letter of Agreement be approved, with the City Manager authorized signatory.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

LETTER OF AGREEMENT

The City of Ypsilanti (hereinafter "City") and the Ypsilanti Fire Fighters Association, IAFF Local 401 (hereinafter "Union") hereby agree to the following letter of agreement in relation to pregnant employees

- 1) Effective immediately upon the signing of the Letter of Agreement by both parties, Article 13 Section 2 will be modified to read as such

"A pregnant employee who is unable to perform her regular duties based upon a physician's statement shall be eligible for light duty. In addition to the options provided in Section 1, the employee may elect to continue to work a 54 hour week schedule in accordance with the same hours provided for 40 hour employees in Article 11 Section 4, provided any assignments given to the employee during this period are in accordance with their physician's recommendations. Employees may choose to work any amount of hours between 40-54 and supplement their weekly pay with accumulated leave credits to receive their normal 54 hour pay. Furthermore, the employee will not be required to be off work for 5 duty days before electing this option. Following the pregnancy, the employee may choose to use accumulated leave credits or follow the guidelines provided in Article 13 Section 1.

The City reserves the right to seek a second medical opinion. If there is a disagreement between the two doctors, a third doctor will be mutually selected by the employee and the City, with the costs split between the parties. The third opinion will be binding upon the parties."

- 2) This Letter of Agreement shall be annexed to the parties' collective bargaining agreement. All other terms and conditions of the current collective bargaining agreement shall remain in full effect.

For the Union:

_____ Date / /

Dean Doyle, President Local 401

For the City:

_____ Date / /

Andrew Hellenga, City Manager

AGREEMENT BETWEEN

THE CITY OF YPSILANTI

AND

YPSILANTI FIRE FIGHTERS ASSOCIATION

FOR

CONTRACT YEAR COMMENCING

JULY 1, 2022

CONCLUDING JUNE 30, 2027



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This agreement entered into on November 1, 2022, effective July 1, 2022, between the City of Ypsilanti, a municipal corporation, hereinafter called the City and Local #401 of the International Association of Fire Fighters, also known as the Ypsilanti Fire Fighters Association, hereinafter called the Union.

The life of this contract shall be for a period of five (5) years; termination date June 30, 2027.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1 - PURPOSE AND DEFINITIONS

SECTION 1. PURPOSE

The parties hereto have entered into this agreement pursuant to the authority of ACT 279 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the City and the Union, in the best interest of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

SECTION 2. DEFINITIONS

- A. "City" shall include the Fire Chief and/or the City Manager and their designees acting for the City in their respective capacities as provided for in the City Charter.
- B. "Union" shall include members, representatives and elected officers of the Ypsilanti Firefighters Association, Local #401 and affiliate. Whenever the singular is used, it shall include the plural.
- C. "Employee" shall refer to all employees of the Fire Department except Fire Chief and Assistant Fire Chief, clerical staff and janitorial, if any.
- D. "Employer" may be interchanged throughout the contract with the word "City."
- E. "Duty Day" shall refer to a twenty-four (24) consecutive hour platoon shift.
- F. "Work Day" shall refer to an eight hour (8) consecutive non-platoon shift.

ARTICLE 2 - COVERAGE AND MAINTENANCE OF CONDITIONS

SECTION 1. COVERAGE

This agreement shall be applicable to all employees of the Ypsilanti Fire Department as defined in Article I, Section 2 (C).

SECTION 2. REDUCTION IN BENEFITS

No employee shall suffer a reduction in benefits as consequence of the execution of this agreement, unless specifically set forth in this agreement.

SECTION 3. PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any matter, during the term of this agreement unless changed by mutual consent or according to the proceedings contained in Section 4.

SECTION 4. PAST PRACTICES

Both the City and the Union subscribe to the principle that this contract should be the complete agreement between the parties. The parties, however, recognize that it is most difficult to enumerate in an agreement practices inherent in a relationship of many years' duration.

If the City desires to change any claimed understanding, agreement, or past practice during the life of this Agreement, which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

If the parties are unable to reach agreement the dispute shall be submitted to arbitration under Step 5 of the Grievance and Arbitration provision of this Agreement within thirty (30) days of their initial meeting. The Union shall have the burden of proving a past practice. If the Union meets this burden of proof the City shall prevail only if the City can show fair and reasonable justification for the change.

The same arbitrator in the same arbitration proceeding shall hear the entire dispute under this paragraph. During the pendency of proceedings both before and during arbitration, the claimed existing practice shall not be changed by action of either party without the consent of the other, but a party may so consent without prejudice to its rights or position in arbitration.

SECTION 5. DEPARTMENTAL RULES, REGULATIONS AND POLICIES AND PROCEDURES

The employer shall keep the Union apprised of Departmental rules and regulations, City wide policies and procedures pertaining to the Employees covered under this agreement. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail. (Refer to Article 20, Section 1— Discipline & Discharge)

SECTION 6. WORK STOPPAGE

A. 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 operations. The Employer agrees that during the same period there shall be no lockouts.

B. It is further agreed that engaging in or instigating any strike, slowdown, or other material interference with the essential firefighting operations of the Fire Department is just cause for discipline as stated in the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended.

SECTION 7. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in the agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE 3 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department of the City of Ypsilanti, Michigan, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 4 - DUES DEDUCTION

SECTION 1. DEDUCTION PROCEDURE

The City shall deduct, as dues, from the pay of each employee when it receives a voluntary authorization from said employee for the payment of union dues, fees and assessments. Such deductions, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each; and also, a list of employees who had authorized such deductions and from which no deductions were made along with the reasons, therefore, shall be forwarded to the Union office within thirty (30) calendar days after such collections have been made.

An employee may revoke his/her authorization at any time. The City shall cease making deductions as soon as administratively feasible after receiving the revocation. Notice of the employee's revocation shall be made within thirty (30) calendar days of receipt by the City.

The City is only allowed to provide the voluntary authorization form to the employee and may not attempt to provide the employee with guidance as it relates to whether or not the employee should or should not to join the Union. Any questions regarding membership to the Union and dues deduction must be directed to the Union's president

SECTION 2. AMOUNT OF DUES

The monthly dues shall be a flat dollar amount as opposed to a percent of salary.

The local treasurer shall provide any dues amount changes to the city Finance Department, with a copy to the Human Resources Department, within thirty (30) calendar days of the effective date of the change.

SECTION 3. HOLD HARMLESS CLAUSE

The Association shall defend, indemnify and save the City harmless against any and all claims, demands or suits arising out of this article.

ARTICLE 5 - OTHER AGREEMENTS AND ORGANIZATIONS

SECTION 1. OTHER AGREEMENTS AND ORGANIZATIONS

The City shall not enter into any agreements with its employees individually or collectively or with any other labor organization which in any way conflicts with the provisions hereof.

SECTION 2. MUTUAL AID TO OTHER UNIONS

The employees of the Ypsilanti Fire Department will not be required to supplant the services of other communities when it has been made known that said community is involved in a labor dispute which has resulted in actual work stoppage by their fire fighters. In the event of a major disaster such as great conflagration, riot, flood, epidemic of pestilence or disease or necessary absence of regularly employed firefighters due to military service, occurs, this provision shall not remain in effect.

ARTICLE 6 - RIGHT TO MANAGE

The City on its behalf and on behalf of its electors hereby retains and reserves unto itself, without limitation, except issues covered by law, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States. Further, the City reserves unto itself all rights which are inherently and ordinarily vested in an exercised by the employers, unless specifically limited by a provision of this agreement; however, this section shall not be considered to increase any power or right in the Union or to in any way limit or decrease any right or powers of the City inherent rights to manage and direct its affairs.

ARTICLE 7 - UNION ACTIVITIES

SECTION 1. DISCRIMINATION

The employer agrees not to discriminate against any employee for his/her activity in behalf of or membership in the Union. Employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions of compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal.

SECTION 2. RELEASE TIME

Subject to manpower requirements Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances and administration and enforcement of this Agreement.

SECTION 3. UNION LEAVE

Subject to staffing requirements, the Union President or his/her designee shall be allowed 144

hours per year for Union leave. Leave shall be taken in hourly increments with a 4 hour minimum.

SECTION 4. PENSION BOARD REPRESENTATIVE LEAVE

The Fire Department Pension Board representative shall be allowed 96 hours per year to attend the MAPERS Conference. All leave must be taken in 24-hour increments and will occur without loss of time or pay.

SECTION 5. BULLETIN BOARD AREAS

The Union shall be provided suitable bulletin board space, at each fire station, for the posting of Union notices. The Union shall designate one individual who shall be responsible for all postings.

SECTION 6. MEETINGS

The Union may schedule meetings on Fire Department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, provided reasonable notice has been given to the Fire Chief, or his/her designated representative. Where it is reasonable and necessary for a Union agent other than an employee to enter the employer's premises to confer with an employee or to investigate a previously filed grievance, such agent shall first secure permission from the department head and shall then obtain a mutually satisfactory date and time for the visit.

SECTION 7. CONVENTIONS

The Union shall be allowed to send two (2) delegates to the Michigan State Firefighters' Association convention biannually, and one (1) delegate to the International Firefighters' Association convention biannually subject to manpower requirements as determined by the Chief. Delegates shall be selected in accordance with the Constitution and Bylaws of the Ypsilanti Firefighters' Association, without loss of time or pay.

SECTION 8. UNION REPRESENTATIVE

The Union shall be represented by the following committees and stewards: one chief steward, one steward from each shift, a bargaining committee, and a grievance committee, limited to three members on each committee. Legal counsel and representatives from the International Association of Firefighters and Michigan State Firefighters Union may be present at meetings between the City and the Union, in addition to committees aforementioned.

SECTION 9. SPECIAL CONFERENCES

Either party to the agreement, through their recognized bargaining agent, may request a special conference between the parties, for purposes of discussing such matters as contract interpretation and new or innovative changes for the department, or other items as agreed to by both parties.

The party requesting the conference shall prepare an agenda and submit it to the other party at least twenty-four (24) hours before said conference. Only those items on the agenda shall be discussed unless otherwise mutually agreed.

SECTION 10. AFFIRMATIVE ACTION

The Union supports the principles of Affirmative Action.

ARTICLE 8 - WAGES & OTHER COMPENSATION

SECTION 1. GENERAL

The attached salary schedule shall form a part of this agreement. The IAFF union will receive wage increases as follows:

- Effective July 1, 2022, step F01-1 will be removed from the scale and subsequent steps renumbered F01-1, F01-2, F01-3, F01-4, and F01-5.
- Effective July 1, 2022 (with retro pay), an equity adjustment of \$2,028 will be applied to step F01-5.
- Effective July 1, 2022 (with retro pay), across the board increase of 5%.
- Effective July 1, 2023, across the board increase of 5%.
- Effective July 1, 2024, across the board increase of 5%.
- Effective July 1, 2025, across the board increase of 3.5%.
- Effective July 1, 2026, across the board increase of 3%.

A lump sum payment of \$750 to be paid within 30 days of ratification to all members of the unit on the date of ratification. The lump sum is off the wage scale and not to be included in any other benefit (FAC, calculation of food or clothing allowance, etc.)

The Fire Lieutenant base pay shall be 112% of the top paid firefighter's base pay (F01-5). The Fire Captain shall be 117% of the top paid firefighter's base pay and the Fire Marshal shall be 125% of the top paid firefighter's base pay.

Pay increments for those not at top pay of their respective pay grade will be received on the employee's anniversary date.

SECTION 2. EQUALIZATION OF OVERTIME

Overtime within the Department will be shared equally as much as possible.

SECTION 3. REGULAR OVERTIME PAY

Overtime pay shall be paid for employees who work a 54 hour average work week for all time worked in excess of their regularly scheduled work day (24 consecutive hours or 54 hour average work week). Overtime shall be paid for employees who work a 40-hour week for the time worked in excess of (8) hours a day or (5) days a week. Such overtime pay shall be at one and a half times the employees pay rate, in one-quarter hour increments, which for the purpose of this agreement shall be deemed to be the agreed hourly rate set forth in this Article.

In lieu of overtime pay, employees may elect to receive compensatory time. Such time shall be earned at the same rate at which the overtime would have been paid. Compensatory time will not be authorized or approved until the time it is to be taken. Compensatory time may be taken only when no overtime will be created. Minimum time to be taken is one (1) hour and by hourly increments. Employees cannot accumulate more than 250 hours of compensatory time. Employees will be allowed to cash out up to 40 hours of compensatory time twice a year in March and October.

If a mistake is made in the assignment of overtime, the person who should have been called will receive compensatory time for the time missed. If the person who receives the compensatory time is at the maximum, the compensatory time will be added to his/her bank; however, the affected employee shall not accumulate more than 250 hours of compensatory time for the purposes of payout.

SECTION 4. EXTRA DUTY DAY PAY

When an employee works a voluntary overtime day during the period of this agreement, said employee is to be paid at time and one half their prevailing hourly rate, for that employee except as provided for in Section 5, Step 3C.

So as not to disrupt a normal work schedule, no forty-hour employee will be asked to work on a platoon under this Article.

SECTION 5. VOLUNTARY DUTY DAY

PROCEDURE

When, in the judgment of the Fire Chief, or in his absence his designee, the department's staffing requirements are below a minimum to perform fire fighting services, the Officer in charge at 1900 hours shall attempt to call a 54-hour/week fire employee in for overtime. Said employee will be asked to work on a voluntary call-in basis.

Step 1

Call the fire employee with the least amount of overtime, if qualified. If two or more employees have the same credits, the employee with the most seniority will be asked first.

Step 2

In the event the first employee refuses, the next most eligible employee will be called, until the overtime is filled.

Step 3

If the calling officer reaches an answering machine/voice mail, he/she shall leave a message stating the purpose of the call.

A. Credits

1. Fire personnel on their off days shall be eligible for all overtime slots.
2. Any new employee assigned to a shift shall assume the same overtime credits as the highest credited employee at that time.
3. Any employee assigned to a different shift shall keep the same amount of credits he/she had on his/her account.
4. Overtime called for before midnight on December 31st of each year shall be attributed to that year's list and on January 1 at 12:00 AM of each year all credits shall be zeroed out and a new list shall be started as outlined in Steps 1 and 2.
5. All hours worked shall be added from the previous day and posted on one list daily.

B. A record will be kept of when (date and time) employees are called by the shift officer. This record will be available upon request.

C. Employees on signed trades, family illness, FMLA, OJI, parental leave, administrative leave, and military leave shall not be eligible for voluntary extra duty days.

Step 4

When all the above procedures have been attempted unsuccessfully, a department wide page will be sent to fill the overtime needed. After the page is sent, the calling officer will award the day on a first call first serve basis, without regard to shift or rank.

After a 10-minute period, if the first page is unsuccessful, the calling officer shall send out a second department wide page splitting the hours necessary to fill the shift.

Step 5

There shall be a shift Officer on duty at all times.

Step 6

Each morning before 11:30 hours, all overtime hours worked the previous day shall be posted on an overtime/accountability sheet, by the officer of the day and checked by a firefighter on duty.

SECTION 6. MANDATORY HOLDOVER

In the event of a staffing shortage on the incoming shift, and where all options have been attempted as prescribed under this article for filling overtime, the officer on duty will use the following procedure:

1. Starting with the first occurrence, the officer will hold over the person with the least seniority on the shift that is going off duty.
2. For the purposes of this section, a shift is defined as the personnel regularly assigned to the shift on duty prior to the overtime being filled. If there is no representative of the actual shift on duty the officer will follow the guidelines set forth in the Mandatory Holdover procedure utilizing available personnel.
3. This procedure is to be followed with each occurrence. The person being held over will move up the seniority list for that shift, including officers.
4. In the event a person is transferred to another shift, they will fall in their respective seniority slot with regard to the rotation.
5. This rotation will continue until all members of the shift have been held over, then will restart with the lowest seniority person, regardless of the calendar.

The City may apply and enforce the above provisions only during such periods that the City is in compliance with all of the following:

- (A) There are at least eighteen (18) full-time IAFF fire suppression employees employed;
- (B) There are a minimum of three (3) Captains and (3) Lieutenants employed, not including acting officers.

SECTION 7. HOLIDAY OVERTIME

To be effective July 1, 2022, a voluntary overtime list will be established and posted in the officer's room. Any employee wishing to work overtime on City-Observed Holiday will sign up on the list. The list will be used to fill any posted shortages, as well as any shortages that may occur that day. The list will be posted four (4) weeks prior to the holiday, and will be taken down at midnight on the 10th calendar day following the date of the posting. The overtime will be awarded on the 11th calendar day following the date of the posting, and will be awarded to the employee having the least number of hours on the overtime equalization list. Persons who work on a holiday will not be charged on the overtime list as having worked the overtime.

The list will be broken into three parts. The first will be for persons wanting to work the entire shift. Second, two 12-hour blocks will be offered (7-7); and third, four-hour blocks from 0700-2300 will be offered. Anyone signing up at 2300 hours will be required to work the balance of the shift. A person can take as many of the four-hour blocks as they choose.

Department seniority will prevail in filling all vacancies.

SECTION 8. CALL BACK PAY

An employee who is not on duty (a normal duty day) and works overtime in an emergency situation, shall be paid a minimum of three hours at double time the employee's present hourly rate as stated in Section 1 Exhibit A of this Article, and time and one half for all other hours worked beyond the guaranteed minimum three hours. An employee who is not on duty and called back for overtime duty on a holiday shall receive double time the employee's present hourly rate for all hours worked.

SECTION 9. COURT APPEARANCES

For court appearances related to the City of Ypsilanti, the City shall pay three (3) hours minimum at time and one-half (1 & 1/2) the employee's prevailing rate, or time and one-half (1 & 1/2) for the actual time spent, whichever is greater. All witness fees shall be returned to the City.

SECTION 10. EMT TRAINING INCREMENT

- A. Fire Fighters and Officers possessing a valid EMT license and a Pre Hospital Trauma Life Support certification or equivalent will be paid an increment on the biweekly payroll following August 1st of each year. This increment will be \$1,500 and will be prorated

at a rate of 1/12th for each actual month of EMT service. For the purpose of defining a month: a full month will be paid if more than 15 days of EMT service was rendered during that month.

During the first year of this contract the \$1,500 increment will be prorated as outlined above. From the date the employee was last compensated to August 1, 1992.

New hires will receive an EMT increment prorated as outlined above, and calculated back to the date of hire if they possessed a current EMT license upon hire. New hires that obtain a license during employment with the department will be prorated as outlined above, calculated back to the issuance date of the license.

Upon termination of employment with the City the employee will receive an increment of 1/12th of \$1,500 for each month of EMT service rendered as outlined above.

- B. All new hires must obtain a Pre-Hospital Trauma Life Support certification or equivalent, at the employer expense, within 12 months of their hiring dates. In addition, new hires must pass the Medical Control Authority Basic EMT test.
- C. Any employee hired after July 1, 1987 must maintain EMT certification and a Pre Hospital Trauma Life Support certification or equivalent to continue employment. If an employee fails one recertification class, he/she will have an opportunity to take a second recertification class.
- D. Fire Fighters hired prior to July 1, 1987, are not required to be EMT certified. Any fire fighter hired prior to July 1, 1987, who becomes EMT certified, must retain said certification for three (3) years.

SECTION 11. PAY FOR ACTING RANK

When an employee holding the rank of fire fighter performs the duties of any rank higher than his/her present rank, he/she shall be compensated from the first hour worked at the rate for the temporary rank. Payment shall be made only for those hours actually worked.

When a captain or lieutenant performs the duties of any rank higher than his/her present rank, for more than 5 consecutive duty days, he/she shall be compensated from the sixth duty at the rate for the temporary rank. Payment shall be made only for those hours actually worked. This section shall not prejudice the contractual rights, promotional or otherwise, of any employee who refuses to perform duties of the higher rank.

SECTION 12. FOOD ALLOWANCE

All employees shall receive a food allowance from the City for each duty or extra duty day worked of a minimum of 12 hours, according to the following schedule:

Effective July 1, 2022	\$12.999 per day
2023	\$13.638 per day
2024	\$14.320 per day
2025	\$14.821 per day
2026	\$15.266 per day

This amount shall be adjusted with any subsequent changes in the base wage paid to Firefighters.

This amount shall be paid on the payroll following December 1st and July 1st for the preceding period.

Employees working a 40-hour/week light duty schedule will receive one-half the food allowance amount for each day worked.

SECTION 13. RETROACTIVE PAYMENTS

Unless prohibited by law, retroactive payments (wages, food and uniforms, etc.) shall be paid in a regularly scheduled paycheck, within 30 clays of approval by the City Council.

SECTION 14. WORKERS' COMPENSATION

Coverage

The applicable Workers' Compensation Laws will cover each employee. The City further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his/her Workers' Compensation income, an amount to be paid by the City sufficient to make up the difference between Workers' Compensation and his/her regular income less applicable taxes.

Reassignment

In the event an employee can perform job assignments other than those of his/her regular classification, the City at its discretion will attempt to reassign the employee to these duties without reduction to the employee's prevailing rate of pay.

SECTION 15. LONGEVITY PAY

Employees shall receive a lump sum longevity payment on each of the following anniversary dates from the employee's date of hire, to be paid in a separate check:

- 5th Year Anniversary Date - \$1,500
- 10th Year Anniversary Date - \$3,000
- 15th Year Anniversary Date - \$4,500
- 20th Year Anniversary Date - \$6,000

ARTICLE 9 - INSURANCE

SECTION 1. LIFE AND ACCIDENT INSURANCE

The City shall provide for each employee, life insurance in the amount of \$60,000 with a double indemnity benefit. The City shall pay the full premium. The employee shall be authorized, at his/her own expense, to provide additional coverage for himself/herself, if the insurance will permit it.

SECTION 2. MEDICAL AND HOSPITALIZATION INSURANCE

The Union and City mutually agree that the hospital, medical, surgical, optical and dental insurance carriers may be substituted provided there is no reduction in present benefits.

Effective January 1, 2020, the City shall provide, at a minimum, the following three options for health care, unless changed through mutual agreement: (The Union encourages the city offer additional healthcare options if the city chooses as long as the options listed below are still provided; no letter of understanding is required if additional options are offered during the life of this agreement.)

Option 1: BCN HMO HSA 3000 (see Appendix A-1) [which will be same as POAM Exhibit C]
Prescription drug co-pay of \$10/\$60/\$80

Option 2: Simply Blue PPO HSA 3000 (see Appendix A-2) [which will be same as POAM Exhibit D]
Prescription drug co-pay of \$10/\$60/\$80

Option 3: Community Blue PPO HRA 4000 (see Appendix A)
Hospitalization
\$50 Emergency Room Visit (Same as before)
\$30 Office Visit
EHIM Wrap Plan
PPO
\$10/\$20 Drug Card

Employees hired after July 1, 2009 shall have a prescription co-pay of \$10/\$40

Contribution:

Employee's annual contributions toward health plan premiums, prescription premiums, plan cost and administrative costs shall be subject to the Publicly Funded Health Insurance Contribution Act (PFHICA), being Public Act 152 of 2011, MCLA 15.561 et seq. Under this Act, the City Council may make an annual election among the options set forth therein to Hard Cap, or 80/20, or to Opt-Out.

The City's full annual HSA contribution for each employee shall be deposited and made available to employees no later than the second paycheck of each year.

The City has elected the Hard Cap option for 2019. If the City elects either the 80/20 or Opt-Out in subsequent years, the employees' health care cost will be modified to reflect these changes. Further, if the City elects 80/20 *in* a subsequent year, there shall be an immediate reopener on health insurance and prescription plans/benefits, with existing health insurance and prescription plans/benefits to remain in effect until a new agreement is reached.

Up to the limits allowed under the hard cap or 80%/20% options, the City shall pre-fund the full amount of the employee's Health Savings Account (\$2,000 for single, \$4,000 for two person or family for the BCN HMO; \$3,000 for single, \$6,000 for two person or family for the Simply Blue Plan) for calendar years 2020 and thereafter.

The full amount of the employee's selected FSA contribution for the year shall be deposited and made available to employees no later than the second paycheck of each year.

Employees hired after January 1, 2020, who select the BCN HMO or the Simply Blue PPO option, shall receive a prorated amount of the City's contribution to their Health Savings Account during their first year, based on the number of full months worked divided by twelve. The month in which the fire fighter is hired will be considered if the fire fighter's first workday is before the 16th of the month.

in addition, the City will continue to offer a Flexible Spending Account (FSA) for full-time employees with the employees being the sole contributor to their FSA. FSA's can be used for items allowed by the IRS Rules & Guidelines.

Upon mutual agreement of the Union and the City, either the nature or the carrier of health and medical insurance may be changed provided that the new insurance coverage is equivalent or greater than the current insurance.

DENTAL COVERAGE:

Dental coverage will be as follows:

- 100% for Class 1 services
- 80% for Class 2 services
- 80% for Class 3 services
- \$1500 annual maximum per person/per contract

See Appendix B

SECTION 3. HEALTH CARE WAIVER

If an employee is covered under another health insurance policy, and with proper verification and signed waiver, the employee may receive payment in lieu of health insurance, according to the following schedule:

Family Coverage	\$5000/year
Two Person Coverage	\$4000/year
Single Coverage	\$2000/year

Waiver checks will be payable in arrears semi-annually in June and December.

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 prorated for the actual months prior that the employee was not enrolled in the City's health coverage.

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

SECTION 4. OPTICAL INSURANCE

All members of the bargaining unit are eligible for optical insurance (see Attachment D) with 100% of the premium paid for by the City

SECTION 5. HEALTHCARE COMMITTEE

The City of Ypsilanti and the Ypsilanti Fire Fighters Association, Local 401, agree to the following for the purpose of Active Employee Health Insurance:

- The parties agree to establish a committee to study the cost saving or cost neutral options for medical insurance and prescription drug coverage for employees of the City.
- Subject to the terms of the parties' collective bargaining agreement, the current medical insurance and prescription coverage for active employee health care coverage shall remain in force and effect, unless and until the City and Union reach mutual agreement otherwise."

ARTICLE 10 - RETIREMENT

SECTION 1. ACT 345

All employees of the Ypsilanti Fire Department shall be covered under Act 345 of Public Acts of 1937, as amended.

SECTION 2. COMPUTATION (AVERAGE FINAL COMPENSATION)

- A. Effective July 1, 1986 all employees of the Ypsilanti Fire Department may retire after completing twenty (20) years of service (See Article 10, Section 2D for new hires on or after July 1, 2009). The membership shall pay for the change to the twenty (20) year retirement program by

increasing their member contributions by 5% of payroll for a total employee contribution of 10%.

- B. Effective June 30, 1996, average final compensation shall be determined by using the average of the three (3) years of highest annual compensation received by a member during the member's last ten (10) years of service immediately preceding the member's retirement, or leaving of service. For purposes of this article, a year is defined as the 12 consecutive months immediately preceding retirement.
- C. Effective July 1, 2004, the figure of 3% shall be used to compute the retirement benefits of the retiree for the first 25 years of service and 1% for years of service thereafter with a benefit cap of 90% of Final Average Compensation.
- D. All employees hired after July 1, 2009, will have a 2.5% Multiplier with a 75% cap, and maintain a 10% employee contribution to the pension fund and may retire after completing 25 years of service.
- E. The following benefits are subject to Pension deductions and therefore, are computed in the Final Average Compensation.
 - 1. Regular Pay
 - 2. Overtime Pay
 - 3. FLSA Adjustment
 - 4. Administrative Leave Pay (as applicable)
 - 5. Compensatory Leave Pay
 - 6. Vacation Pay (pay received when using vacation, and payout received each January for unused vacation)
 - 7. Sick Leave Pay
 - 8. Worker's Compensation Pay
 - 9. Holiday Pay (Administrative Persons)
 - 10. P-P Holiday
 - 11. EMT Bonus (as applicable)
- F. The following have not been, nor will they be, included in the FAC, nor have pension deductions taken from them:
 - 1. Gun Allowance
 - 2. Uniform Allowance
 - 3. Food Allowance
 - 4. Lump Sum distributions for Sick or Vacation Pay (when paid out at retirement/termination)
 - 5. Health Care Waiver Reimbursements
 - 6. Lump sum payments resulting from ratification of contract

SECTION 3. NOTICE OF RETIREMENT

Employees desiring to retire shall make their intentions, inclusive of an effective date (month and year) known in writing prior to the adoption of the budget for the fiscal year in which they plan to retire. The purpose of this section is to allow the City to project allocations for the cash conversion of vacation and sick leave. In the event that an employee does not comply with this section, cash conversion of vacation and sick time may be deferred to the start of the next fiscal year following retirement. The City does agree that exceptions will be made in the event of retirements prompted by medical or emergency situations.

SECTION 4. SICK TIME PAYOUT

Employees shall be paid for a percentage of his/her accumulated hours according to the schedule below at his/her then current hourly rate upon retirement or death:

1-2000	50%
2001-2500	60%
2501+	70%

Employees will receive a minimum of 50%.

A Fire Department employee who moves from 24 hour operations to 8 hour operations would have his sick leave valued at the time of that move. The employee would then accumulate time in the 8 hour position. The employee would be able to use the time accumulated as an 8 hour employee first, then time he had accumulated as a 24 hour employee. The employee's payout will be based upon the value of the time remaining in his "24 hour" bank as determined above and the value of his "8 hour" bank at the time of his retirement, subject to the applicable limits provided in this Agreement.

SECTION 5. VACATION TIME PAYOUT

An employee who has applied for and has had his/her retirement approved, will receive compensation for his/her accumulated unused vacation leave credits at time of retirement. This amount shall be paid at the employee's prevailing salary grade/step.

SECTION 6. RETIREMENT BENEFITS MEETING

Any employee who has notified the City of intent to retire in accordance with Section 3 above shall be entitled to a pre-retirement meeting which shall take place at a reasonable time after such notification, provided that the employee signs a release form, to be provided by the City.

Participants in said meeting shall include representatives of the City, the Union, and the retiree or surviving spouse. At said meeting, the City shall explain all retirement benefits to be accorded the recipient and shall answer any questions of the employee or Union pertaining thereto.

SECTION 7. HOSPITALIZATION COVERAGE EXTENSION

Employees hired prior to July 1, 2012 and who are 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 (paid by the Retiree Health Care Fund).

Employees hired prior to July 1, 2012 with 15 years of service, but less than 20, shall be eligible for 100% payment for medical, dental and optical coverage for the retiree only (paid by the Retiree Health Care Fund).

Employees hired prior to July 1, 2012 with 20 years of service or more shall be eligible for 100% payment for medical, dental and optical coverage for the retiree (paid by the Retiree Health Care Fund) and the City will contribute \$400 per month toward the retiree's spouse/dependent insurance chosen by the retiree. The reduction in benefits for less than 20 years of service shall not apply to City/Union approved early retirements. Employees hired prior to July 1, 2012, shall be eligible for these benefits once they begin to receive their pension.

For employees hired prior to July 1, 2012 retiring on or after July 1, 2017:

- Prior to age 65, the health/prescription coverage provided in the preceding paragraphs shall be either the Community Blue PPO HRA 4000, or Simply Blue PPO HSA 3000, or BCN HMO HSA 3000 as described under Article 9, Section 2, as chosen annually by the individual retiree. In any year that the retiree chooses either of the HSA plan Options 1 or 2, the City shall contribute into the retiree's HSA account 100% of the maximum HSA contribution permitted by the IRS for that year, but in no event an amount greater than the deductible. If only a single person is being covered, then the deductible for single and IRS maximum for single shall apply. If retiree and one or more other persons are being covered, then the deductible for family and the IRS maximum for family shall apply.

- Upon eligibility at age 65, retirees and covered spouses are required to enroll in Medicare Parts A & B. While covered by Medicare the health/prescription coverage shall be the Medicare Advantage Plan, Medicare Plus Blue PPO Option 1.

- If a retiree eligible for retiree health insurance dies before his/her spouse, the spouse shall continue to receive the coverage described above. If a retiree becomes eligible for Medicare prior to his/her spouse, the retiree shall be enrolled in the above referenced Medicare Advantage Plan and the spouse shall continue to receive the pre 65 coverage described above, until he/she becomes eligible for Medicare, at which point the spouse will be enrolled in the above-referenced Medicare Advantage Plan. As used in this article, "spouse" means the person to whom the employee was legally married to on the date of separation from employment with the City.

- It is the mutual intention and agreement of the City and the Union that the retiree health benefits set forth herein are vested and unalterable lifetime benefits for the employees/retirees and their covered spouses, notwithstanding expiration of the collective bargaining agreement.

SECTION 7 (A). HOSPITALIZATION COVERAGE FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2012

Employees hired on or after July 1, 2012 shall not receive any City funded health care benefits. In lieu of such benefits, such employees shall participate in the City's retiree health care savings program (currently with MERS of Michigan) into which the City shall make deposits each month in the amount of \$225 (retroactive to July 1, 2022); the City and the Union will negotiate over the City contribution amount to take effect on July 1, 2025 with those negotiations to commence no later than January 5, 2025. Employees may make voluntary contributions as allowed by the IRS. The following is the Vesting Period for employees in the Health Savings Account:

3 years - 25% of the HCSA employer contributions can be received by the employee upon separation.

5 years - 50% of the HCSA employer contributions can be received by the employee upon separation.

7 years — 75% of the HCSA employer contributions can be received by the employee upon separation.

10 years - 100% of the HCSA employer contributions can be received by the employee upon separation.

Employee contributions are immediately 100% vested.

The City's full monthly HCSA contribution for each employee shall be deposited no later than the second week of the following month.

SECTION 8. RETIREE HEALTH CARE FUND REPORTS

The City agrees to provide retiree health care fund reports to the union on a regular basis.

SECTION 9. RETIREE HEALTH CARE WAIVER

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

Single Coverage	\$2,000/year.
Two Person Coverage	\$4,000/year.
Family Coverage	\$5,000/year.

Payable in arrears semi-annually in July and January.

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 prorated for the actual months prior that the retiree was not enrolled in the City's health and dental coverage.

Retirees who were hired by the City on or after July 1, 2012 and who participate in the City's retiree health care savings program shall not be eligible for the retiree health care waiver.

SECTION 10. SURVIVING SPOUSE

The service years eligibility period for eligible survivors of the non-duty death of a service member are reduced from 20 years of service to 10 years of service. A surviving spouse receiving a retirement allowance as provided for under Act 345 can remarry without the loss of the allowance.

SECTION 11. ANNUITY WITHDRAWAL

The City and Union agree to complete a no objection agreement to enable the Retirement Board to obtain an IRS ruling identifying the pension system as a two plan system, provided there is no cost to the City in implementing and administering the plan.

If allowed by applicable law and regulation, employees hired on or after July 1, 2012 shall not be eligible for the annuity withdrawal option.

SECTION 12. DROP PROGRAM

Current Employees — The City agrees to implement the DROPS program as stated in the document provided by the Pension Attorney (see attached) with no expiration clause. The following adjustment to the agreement includes:

- Effective date of benefit option beginning September 1, 2008
- All current members of Local 401 will be eligible
- Change to paragraph H to read: Employees choosing to enter the DROP system shall have their payroll contribution to the retirement system reduced from 10% to 0% during the employee's participation period Subject to the approval of the Retirement Board accumulated contributions will be paid to any DROP participants as soon as feasible following the ratification of the 2012 to 2017 Collective Bargaining Agreement.

SECTION 13. IRS CATCH-UP CLAUSE

An employee who is within three (3) years of eligibility for Normal Retirement may convert any amount of his/her unused, credited vacation on the first full bi-weekly pay period in November to a contribution to his/her deferred compensation account, provided that the employee is otherwise eligible under IRS regulations and the contribution does not exceed the amount allowed by IRS regulations. The employee may select the "special 457(b)catch-up deferral option", if allowed by IRS regulations. All hours converted to the employee's deferred

compensation account shall be deducted from the employee's vacation bank. Any contribution to the employee's deferred compensation account shall not be credited to the employee's final average compensation in calculating the employee's pension. The employee must make his/her voluntary designation *on* a standard form provided by the City during the last week of October. Provided, however, an employee retiring in the current calendar year may make his/her voluntary designation anytime during the current calendar year, so long as done at least 30 days prior to the employee's retirement effective date.

For example, an eligible Firefighter may designate 2 days of vacation to a contribution to his/her deferred compensation account:

Employee's balance prior to contribution: 14 duty days
48 hours x \$20.65/hour = \$991.12 contributed to Deferred Contribution
Employee's balance after contribution; 12 duty days

Note: this example does not reflect applicable Medicare taxes or any other mandatory tax.

An employee who is within three (3) years of eligibility for Normal Retirement may convert any amount of their unused, credited sick leave on the first full bi-weekly pay period in November to a contribution to his/her deferred compensation account, provided that the employee is otherwise eligible under IRS regulations and the contribution does not exceed the amount allowed by IRS regulations. The employee may select the "special 457(b) catch-up deferral option", if allowed by IRS regulations. The number of hours in the employee's bank at the time of the request to convert, utilizing the scale and qualifying language in Section A, above, shall determine the appropriate percentage of converted sick time paid into the employee's deferred compensation account. All hours converted to the employee's deferred compensation account shall be deducted from the employee's sick leave bank. Any contribution to the employee's deferred compensation account shall not be credited to the employee's final average compensation in calculating the employee's pension. The employee must make his/her voluntary designation on a standard form provided by the City during the last week of October. Provided, however, an employee retiring in the current calendar year may make his/her voluntary designation anytime during the current calendar year, so long as done at least 30 days prior to the employee's retirement effective date.

For example, an eligible Firefighter may designate 2 days of sick leave to a contribution to his/her deferred compensation account:

Sick leave balance before contribution: 2700 hours
48 hours x \$20.65/hour x 70% = \$693.84
Sick leave balance after contribution: 2652 hours

Note: this example does not reflect applicable Medicare taxes or any other mandatory tax.

ARTICLE 11 - HOURS OF EMPLOYMENT

SECTION 1. WORK WEEK SCHEDULE

A. 54 Hour Employees

A work cycle shall consist of nine (9) days. Firefighters shall be required to work three (3) tours of duty separated by 24-hour off-duty intervals. A tour of duty shall consist of 24 hours, starting at 0700 hours and ending at 0700 hours. To complete the work cycle the Fire Fighter, after the third tour of duty, shall be entitled to four (4) calendar days off.

B. Contract Adjustment Days (CAD)

Platoon employees shall be entitled to one (1) additional 24 consecutive hours off-duty interval when they are scheduled to work ten (10) days in a 28-day cycle, thereby requiring employees to work not more than an average 54 hours per week. Employees shall sign up for all contract adjustment days for the calendar year prior to the picking of vacation days on the basis of seniority, rotating picks starting with the high seniority employees on that shift. The next pick would begin with the second highest seniority employee on that shift with high seniority employees dropping to the last choice position. This method of picks by seniority shall reset to the highest seniority employee each year.

C. CAD OVERTIME

The Union withdraws this proposal in reliance upon the City's verbalized commitment to pay employees 24 hours extra duty pay should they decide to work on any given scheduled CAD; that CAD's will continue to be selected per contract language; and employees will be permitted to voluntarily work their CAD day for extra duty pay.

SECTION 2. SCHEDULED LEAVE TIME

Effective July 1, 2019 up to 48 hours of Vacation, CAD, or Personal leave — in any combination may be scheduled off per day.

SECTION 3. TRADING OF WORKING DAYS

Subject to departmental staffing requirements, employees shall be permitted to voluntarily trade work days or leave days, subject to the prior approval of the Chief of the Department or his designate. The trading days will in no way affect overtime pay in accordance with Article 8, Sections 3 and 8 of this agreement.

SECTION 4. FORTY HOUR WEEK

Hours of work for employees working a 40-hour week (including light duty assignments) may be any combination of hours, as agreed upon by the employee and the Chief or his designee, within 0700 and 1900, Monday through Friday, that total 40 hours/week inclusive of a paid one-hour

lunch. Employees working a 40-hour week shall provide advance notice to the Fire Chief (or to the Officer in Charge in the case of 24-hour employees working a 40-hour light duty assignment) of his/her selected work hours.

ARTICLE 12 - LEAVE TIME

SECTION 1. ACCUMULATIONS OF SICK LEAVE CREDITS

- A. For purposes of this section "sick leave day" shall mean one (1) duty day, as defined in Article 1, Section 2.
- B. Each employee of the Fire Department shall acquire one (1) duty day of sick leave credit for each month of service rendered, not exceeding an aggregate of twelve (12) per calendar year.
- C. An employee's accumulated unused sick leave credits at the end of the year (anniversary date to anniversary date) shall be carried forward.

SECTION 2. CHARGES AGAINST CREDITS

Charges against sick leave credits shall apply as follows:

A. Sick leave — will be any full shift or part thereof taken off by the employee due to illness. Beginning with the tenth (10) shift for which an employee uses sick time within the calendar year, the City may require the employee to furnish a physician's medical verification of illness or availability to return to work. Further the Employer may require, at its expense, an additional medical examination from a physician chosen by the City.

- 1. An employee may use sick time in the following increments: twelve (12) hours from 0700-1900 hours, or for an entire twenty-four (24) hour shift.
- 2. If an employee leaves work due to illness, he/she shall be charged sick leave for the actual time missed.

B. Sick Leave Call In - An employee shall inform the employer of the employee's absence due to illness at least 45 minutes before the start of his/her shift.

C. Family Illness - An employee shall be entitled to charge up to five (5) sick leave days, or 120 hours, per calendar year for illness or disability within his/her immediate family. This time may be utilized in half-day increments (0700 hours to 1900 hours, or 1900 hours to 0700 hours, for 24-hour employees; in four-hour segments for 40-hour employees). For this section, immediate family is defined as spouse and/or children or any member of an employee's family who lives with or is under the support of said employee. Medical verification is not required.

SECTION 3. SPECIAL LEAVE

In addition to leave authorized above, an employee may be absent without pay for personal reasons for a period or periods not to exceed three (3) consecutive work days and ten (10) work days in any calendar year. This leave shall be requested in writing to the Fire Chief. Prior approval by the Fire Chief is required for such a leave to be considered or granted.

SECTION 4. FUNERAL LEAVE

An employee normally scheduled to work a 54 hour average week shall be allowed two (2) working days; and a 40 hour a week employee, four (4) work days as funeral days, not to be deducted from sick leave credits for a death in the immediate family. For the purpose of this section an immediate member of the family shall be deemed a husband, wife, parent or parent-in-law, brother, sister, brother-in-law, sister-in-law, child, son-in-law, daughter-in-law, grandchildren or grandparents of either the employee or spouse, step-children and stepparents, aunts, uncles, and any other member of the employee's household.

Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half (1/2) shift. Employees may be required to supply proof of their service as a pallbearer.

SECTION 5. UNPAID SICK LEAVE OF ABSENCE

An employee who has exhausted his/her sick leave may be granted an unpaid sick leave of absence for up to one (1) year at the discretion of the Fire Chief. While on this leave the employee shall maintain his/her position in seniority and the City shall maintain hospitalization coverage provided the employee pays the applicable monthly rate for dental insurance coverage. If the employee desires to maintain life and optical insurance coverage, this option shall be made known to the City at the beginning of the unpaid leave of absence and the employee shall pay the City at least fifteen (15) days in advance of when the City must make the payments. At any time the employee payments are not received by the 15th day, the benefits will cease. During this leave, the employee will not earn or accrue any other benefits provided for in this contract. The employee must provide the City every sixty (60) days a statement from his/her doctor as to the employee's unsuitability to return to work.

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 his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. Due to the Family and Medical Leave Act of 1993, the Employer will pay its share of health, dental, optical and life insurance for the first twelve (12) weeks of the leave.

The City shall notify the employee by registered letter at least fourteen (14) calendar days prior to the termination of the leave, of the end of the authorized leave. Within seven (7) calendar

days of receiving the letter, the employee shall notify the Human Resources Department of their intent to return to work.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993 PROVISION

Family and Medical Leave Provision: An employee may be given a leave of absence, at the employee's request, not to exceed twelve (12) weeks, provided the employee provides the Employer with medical certification from a qualified physician of the necessity of such absence, for the following:

- to care for a newborn, a newly adopted, or foster child;
- to care for a seriously ill child, spouse or parent; or
- because of the employee's own serious health condition (please see Section 5 above for the procedure followed for the employee)
- due to a qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status.
- to care for a covered service member with a serious injury or illness

The certification must also state the need for the employee to care for the family member. In cases where the leave is foreseeable because it is due to the birth, adoption or placement of a child or planned medical treatment, the Act requires the employee to provide 30 days notice, as is practicable, prior to the start of the leave. The Employer may request additional medical certification at any time during said twelve (12) week period to substantiate the necessity for continued leave, but at no time shall said leave exceed twelve (12) weeks unless said extension is approved by the Employer.

The Employer may require, at its expense, a second opinion by a physician chosen by the City. Upon return from leave, the employee must be restored to his/her 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. The employee will maintain his/her seniority.

The Employer agrees to continue payment of its share of health, dental, optical and life insurance for a total of twelve (12) weeks, beginning with the date the leave commences. During this leave, the employee will not earn or accrue any other benefits provided for in this contract.

SECTION 7. PARENTAL LEAVE

Employees shall be entitled to paid time off for the birth or adoption of a child, without charge to any of the employee's accrued leave banks, and without charge to FMLA time off, as follows: For 24-hour employees, six (6) consecutive duty days off; for 40-hour employees, ten (10) consecutive duty days off. Following this paid time off, such employees are entitled to utilize FMLA time off.

SECTION 8. VACATIONS

A. Firefighting Division

Years 0-1 – (9) duty days or 216 hours
Years 2-5 – (12) duty days or 288 hours
Years 6-10 – (13) duty days or 312 hours
Years 11-15 – (14) duty days or 336 hours
Years 16-20 – (15) duty days or 360 hours
Years 21-25 – (16) duty days or 384 hours
Years 26+ - (17) duty days or 408 hours

B. Inspection Division

Years 1-5 – (15) days or 120 hours
Years 6-10 – (20) days or 160 hours
Years 11-15 – (21) days or 168 hours
Years 16-20 – (27) days or 216 hours
Years 21-25 – (33) days or 264 hours
Years 26+ - (35) days or 280 hours

C. Schedule

Employees will be granted their annual allotment of vacation January 1 of each year. When an employee moves into a higher allotment level on their anniversary date, they will be credited with the additional days at that time.

At the end of a calendar year, no employee shall carry over more than one year's entitlement of vacation hours to the next calendar year. Therefore, at the end of a calendar year, any hours over the annual entitlement shall be cashed out in January of the following year. The hours shall be cashed out at the employee's regular hourly rate of pay.

New employees will receive their vacation time accrual upon hire on a prorated basis, with utilization as provided under the Agreement.

D. ANNIVERSARY DATE

The Anniversary date of service, for the purpose of Section 1 shall be measured by reference to the last date of appointment to the Fire Department.

E. DESIGNATION OF VACATION PERIODS

Selection of vacation time will begin once all CAD days have been selected. One vacation roster will be maintained for each platoon. Officers and firefighters will select vacations by seniority. Employees will be afforded one workday after their choice becomes available to make their selection.

Vacation selections will be made in "1, 2, or 3 work day units" within a single work cycle. A maximum of one cycle will be allowed per choice. Selections continue until all vacation days are assigned. A shift officer will select a vacation period that does not conflict with the other officers' selection of vacation or CAD, which should result in only one shift officer being absent at a time.

An employee may pick vacation time that overlaps the CAD cycle. When this occurs, after all vacations are assigned, employees will, by seniority, modify their pick to alleviate the overlap.

After all overlap picks are completed, employees will be allowed to modify their picks. By seniority, the employee is allowed to modify one day at a time (i.e., breaking up a 3-day cycle into 3 one-day vacations). There is no limit to the number of cycles an employee can break up.

When the picks are completed, they will be turned in to the Chief. This process shall be completed by December 15th. The picks will then be written on to the Master Calendar in the Officers' Room.

Modifications to assigned vacations may be permitted at any time during the course of the year. The Chief or his/her designated representative must approve these changes.

For a maximum of 72 hours each calendar year, members may split up to three vacation days into 12 hour vacation blocks (1/2 day).

C. SCHEDULED VACATION DAY

The employee must make a request to the Chief of the Department in writing two (2) weeks before the start of his/her vacation, if he/she desires his/her check in advance. No advance vacation pay will be issued in June if any part of the vacation will be taken after July 1st.

SECTION 9. HOLIDAYS FOR 24-HOUR EMPLOYEES

All fire fighter personnel who work a 54 hour average work week normally scheduled to work a holiday shall be paid straight time for all hours worked on said holiday. As additional compensation for working holidays, all firefighters working a 54 hour average work week shall on the first pay period during the month of November be paid at the employee's prevailing hourly rate for six (6) days (144 hours) wages at straight time, on a separate check.

SECTION 10. HOLIDAYS FOR 40-HOUR EMPLOYEES

Employees who work a 40-hour week shall be given the holidays off (as designated by the City) with pay.

Holidays include: New Year's Day, Martin Luther King's Birthday (3rd Monday of January), Memorial Day, Good Friday, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

SECTION 11. PERSONAL LEAVE

ELIGIBILITY AND AMOUNT

An employee shall be entitled to charge up to three (3) personal leave days per year for personal business. Personal leave days may be taken in one-half day (12 hour or 4 hour increments for 24 and 8 respective regularly scheduled work day) subject to approval of his/her Department Head. Personal leave days shall not be accumulated; must be used within the year they are allotted (July 1 -June 30) and are not to be paid for if not used during the fiscal year.

Forty-hour employees shall be entitled to five (5) personal days or forty (40) hours per year. This personal time shall not be accumulated; must be used within the year they are allotted (July 1 - June 30) and are not to be paid if not used during the fiscal year.

Due to newly-hired employees receiving a prorated amount of personal leave, such employees while on probation may utilize personal leave in increments less than 12 hours (for 24-hour employees) and 4 hours (for 40-hour employees) on a one-time basis in order to utilize all personal leave hours.

ARTICLE 13 - NON-DUTY ILLNESS and INJURIES

SECTION 1. GENERAL

When an employee is unable to work due to a non-duty related injury/illness/pregnancy, they shall notify the Chief or the Officer in Charge, as soon as possible and bring notification from their doctor.

At the expense of the City, the employee may be scheduled to see a City appointed doctor to verify the injury/illness/pregnancy. if there is a disagreement between the two doctors, a third doctor will be mutually selected by the employee and the City, with the costs split between the parties. The third opinion will be binding upon the parties.

The employee may select one of the following options for the period they are on light duty status.
The employee may elect to:

1. Use all accumulated leave time (sick, vacation, personal, compensatory) for the balance of the injury/illness/pregnancy.
2. Go without pay for the balance of the injury/illness/pregnancy.
3. Be shifted to a 40 hours/week assignment.

The employee must be off work for 5 duty days before an option can be selected. Further, an employee must take a total of 10 duty days off before going on without pay status.

If the employee chooses the option to go without pay, the employee will not lose health benefits for a period of 12 weeks (see FMLA Article 12, Section 6). Upon the conclusion of 12 weeks, the employee may be granted up to an additional nine (9) months of unpaid leave (see Article 12, Section 5).

If the employee chooses the 40 hours/week assignment, the Chief, in accordance with doctor's medical restrictions will designate the shift and specific job classification (within the Fire Department only). The employee will be paid for a 40-hour week at the hourly wage currently in effect for the classification held by the employee at the time of the injury/illness/pregnancy. If an employee normally assigned to a 54 hour work week chooses the 40-hour/week assignment, he/she shall have the option to utilize up to fourteen (14) hours from their sick, vacation, personal or compensatory leave banks, at choice of employee, to supplement the 40-hour week pay so that the employee receives their normal 54-hour week pay. The employee will work this assignment for the specific period of the injury/illness/pregnancy as determined by the doctor, but in no case will the assignment last longer than six (6) months, unless mutually agreed to by the Union and City.

If at some point the employee becomes unable to perform the light duty assignment, he/she shall have the option of utilizing their leave banks for the remainder of the injury/illness/pregnancy, or to go without pay. Once an option has been selected, it cannot be changed.

Immediately upon leaving the 40-hour/week assignment, he/she will be converted back to 54-hour/week status.

SECTION 2. PREGNANCY

Whenever an employee becomes pregnant, she shall furnish the City with a letter from her physician stating the approximate date of delivery. She shall be permitted to work in her current position in accordance with her physician's recommendations, as long as she can perform all essential functions of the job and counts as part of minimum staffing. When it is recommended that she no longer perform her current duties, she will be eligible for light duty.

The City reserves the right to seek a second medical opinion. If there is a disagreement between the two doctors, a third doctor will be mutually selected by the employee and the City, with the costs split between the parties. The third opinion will be binding upon the parties.

ARTICLE 14 - PHYSICAL EXAMINATION

The City shall, at its request or the employee's, require a biennial physical examination, which will include chest x-ray, pulmonary function examination and electrocardiogram. All employees shall sign a release making available to the City Human Resources Director a report of the annual physical examination. Employees shall go to a designated doctor or medical facility, which shall be mutually agreed upon by the City and the Union. Employees shall be responsible for scheduling their own appointment during off duty time and will be compensated for two (2) hours at time and one half of their hourly rate for time spent completing the physical examination. It will be the employee's responsibility to complete an overtime request slip in order to be compensated for this time. The City will be responsible for distributing the physical examination forms. Physical examinations must be completed within 60 days after the examination forms are distributed. The City will pay any cost necessary for the completion of the examination.

All employees shall take reasonable self-help measures to comply with the recommendations of the examining physician or physicians. Failure of any employee to take reasonable measures to protect or improve the employee's health in accordance with the employee's doctor's recommendations may result in disciplinary action.

Note: Physical examinations (tabled Union and City working on Letter of Understanding that would include language on return to work for non-duty injuries and light duty priorities (work injuries vs. non work injuries)

ARTICLE 15 - UNIFORMS

SECTION 1. PROTECTIVE CLOTHING (TURN-OUT GEAR)

The City shall furnish and maintain turnout gear at no less than the existing level. Turnout gear will include turnout coat, bunker pants, structural firefighter boots, helmet, gloves, nomex hoods and flashlights. (All protective clothing shall meet the national fire protection association standard NFPA 1971 (current edition): standard on "Protective Ensemble for Structural Fire Fighting)

SECTION 2. UNIFORM POLICY

Any changes to the uniform policy will be presented by the Uniform Committee, and approved by the Chief, not more than once a year. Every effort should be made to implement the changes prior to the uniform allowance disbursements the first pay of July.

SECTION 3. PERSONAL BELONGINGS

When an employee suffers the damage or loss of personal wearing apparel or other effects necessary to the performance of his/her duty or in a call back situation, as a result of service connected accidents; he/she shall immediately report the same to the officer-in-charge. In reference to this section, only the items listed below shall be replaced or repaired; eye glasses, contact lens, false teeth, bridges, hearing aids and wrist watches (maximum value \$50). An employee must get in writing from the Chief of the Department an authorization for any item not mentioned in this section for replacement or repair by the City.

SECTION 4. WORK UNIFORMS

Employees are to provide for their own uniforms as established in the departmental policy. It is hereby agreed that the Fire Chief and Union shall work together in implementing this policy.

All fire fighters and officers on a 54-hour schedule shall receive a uniform allowance. These amounts shall then be adjusted with any subsequent changes in the base wage paid to Firefighters.

Effective July 1, 2022,	\$850.46	2025,	\$970.45
2023,	\$892.98	2026,	\$999.56
2024,	\$937.63		

All 40-hour fire personnel shall receive a uniform allowance payable the first pay of July, which will be \$75.00 above 54-hour personnel.

Effective July 1, 2022,	\$925.46	2025,	\$1,045.45
2023,	\$967.98	2026,	\$1,074.56
2024,	\$1,012.63		

Should an employee leave the employment of the City prior to the completion of the payment period, refund shall be due the City for the remaining month's allotment.

ARTICLE 16 - GRIEVANCE PROCEDURE

A. A grievance means a dispute between the Association 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 City.

B. Grievances involving suspension, reductions and terminations may be processed either through the grievance procedure as provided hereinafter, or as provided under Act 78 of the Public Act of Michigan of 1935, as amended but not both. Grievances taken through the Act 78 procedure cannot be taken through the grievance procedure, unless the Act 78 Police and Fire Civil Service Commission, or the Circuit Court, rules that the dispute is not within the jurisdiction of Act 78.

C. The Union will submit a grievance to arbitration only after final approval by the President and Union Body. In no event shall an individual be permitted to invoke arbitration in this Agreement.

D. The grievance procedure contained in this Agreement shall be the exclusive grievance for all members of the bargaining unit. A grievance shall be resolved according to the following procedure. The City and Union agree that City observed holidays and official closings are exempt from filing/response timelines.

E. Resolutions or agreements shall be maintained in writing and distributed to the Human Resources Department and the Union.

F. Any grievance filed shall be signed by at least one elected officer of the local union.

STEP 1

1. A grievance shall be communicated orally, within seven (7) business days, to the shift commander on duty at the time the grievance arose.
2. Within two (2) business days after the oral communication, the shift commander shall determine an answer, either alone or in consultation with his/her superiors, and communicate the answer to the Union and copy the aggrieved employee. (Every possible effort should be made to settle minor complaints at this step).

STEP 2

1. If the grievance is not resolved at STEP 1 the aggrieved employee, or his/her representative or both shall, within five (5) business days, present the grievance in writing indicating the facts and the sections of the contract believed to have been violated to the Chief of the department.
2. Within three (3) business days after receipt of the written grievance, the Chief of the department shall present to the Union a written answer, with a copy to the aggrieved employee.

STEP 3

1. If the grievance is not resolved in STEP 2, the aggrieved employee, or his/her representative, or both, shall, within five (5) business days, present the grievance, in writing, to the City Human Resources Director.
2. Within fifteen (15) business days after the receipt of the written grievance, a meeting shall take place, at which time the aggrieved employee, or his/her representative, or both, and the City Human Resources Director shall attempt to resolve the grievance.
3. Within five (5) business days after said meeting, the City Human Resources Director shall present an answer in writing to the Union, with a copy to the aggrieved employee.

STEP 4

1. If the grievance is not resolved at STEP 3, the aggrieved employee, or his/her representative, or both, shall, within five (5) business days present the grievance to the City Manager, in writing only.
2. Within five (5) business days after receipt of the written grievance the City Manager shall present an answer in writing to the Union, with a copy to the aggrieved employee.

STEP 5

1. If the grievance is not resolved at STEP 4, the Union shall, within seven (7) business days thereafter, present in writing, to the City Manager, a request for binding arbitration. If the aggrieved employee and the City can, within seven (7) business days, after the presentation of the arbitration request to the City Manager, agree on an arbitrator, said arbitrator shall be appointed.
2. Said arbitrator shall thereafter conduct proceedings in accordance with the rules of the American Arbitration Association.
3. If the aggrieved employee and the City cannot agree on an arbitrator, the aggrieved employee may request appointment of an arbitrator from the American Arbitration Association, within seven (7) business days after the expiration of the seven (7) business day period provided for mutual agreement.
4. The decision of the arbitrator whether appointed by agreement or by the American Arbitration Association, shall be binding upon both parties, and shall be enforceable in any competent court of record. The arbitrator will not have the jurisdiction to subtract from, or modify any of the terms of this agreement or written amendments hereof.
 - A. All references to an "employee" shall be deemed equally applicable to the Association or Union.
 - B. Any employee of the City shall have the right to be represented at any or all of the grievance procedure steps by the Association or Union.
 - C. 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.
 - D. 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.
 - E. Any and all written responses of the City called for by the grievance procedure may be presented to the Association or Union steward, if the aggrieved employee is represented by the Association or Union in the grievance procedure.
 - F. In cases of discharge or suspension in excess of ten (10) days, the employee or his representative or both may commence the grievance procedure at STEP 3.
 - G. 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.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

SECTION 1. RULES AND REGULATIONS

The employer may establish and enforce binding rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provisions of this agreement. The employer shall provide the Union a copy of all departmental rules and regulations, as well as City-wide personnel policies and procedures pertaining to employees covered under this agreement. It is mutually agreed that the rules and regulations shall be administered in a fair and equal manner. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail. Infraction of these rules, regulations, policies and procedures shall be dealt with in a reasonable disciplinary action system.

SECTION 2. JUST CAUSE

No employee shall be disciplined or discharged except for just cause.

SECTION 3. PAST RECORD

Discipline shall not be based upon infractions that have occurred more than twenty-four (24) months prior to the occurrence being investigated.

ARTICLE 18 - RESIDENCY REQUIREMENT

Effective July 1, 2006 the residency requirement shall be eliminated.

ARTICLE 19- APPOINTMENT OF NEW FIREFIGHTERS

SECTION 1. COMBINATION OF WRITTEN AND ORAL TESTING

The City and Union agree to change the provisions of Act 78 of 1935, Section 11 (b) from a rule of one (1) to the appointing authority having the right to appoint any of the candidates scoring 70% on a combination of written and oral testing. An additional agility, psychological and medical examination will be required and scored on a pass/fail basis. All remaining portions of the Act 78 not inconsistent with the above will remain in full force and affect.

SECTION 2. AGE REQUIREMENTS

The City and the Union agree to change the provision of Act 78 of 1935, Section 10 (c) relating to minimum and maximum age requirements of applicants by changing the minimum age of an applicant from 21 to 18 and by eliminating the maximum age provision of an applicant. The City shall defend, indemnify, and save the association harmless against any and all claims, demands or suits arising out of this article.

SECTION 3. SENIORITY

The method for determination of seniority (in sequence) is date of hire, test score and alphabetical last name (at time of hire). The seniority list established by this method should be utilized for all seniority purposes.

ARTICLE 20 - PROBATION

SECTION 1. GENERAL

- A. A newly hired employee shall be on probation for the first twelve (12) months of his/her employment. Prior to expiration of the twelve-month period, the department head shall submit a performance rating report about the probationary employee to the Human Resources Director. Such report shall include a statement as to whether the probationary employee is or is not recommended for retention in the City service.
- B. The first six (6) months of service in a position to which an employee has been appointed, promoted, reemployed or reinstated shall constitute a probationary period. Prior to the expiration of the three-month and six-month period, the department head shall submit a performance rating report about the probationary employee to the Human Resources Director. The department head shall discuss the performance rating with the employee and the employee in a separate statement can provide the Human Resources Director with additional information. Such report shall include a statement as to whether the probationary employee is or is not recommended for retention in the City service, or promotion in grade.

SECTION 2. SICK, VACATION, AND PERSONAL LEAVE DAYS

A. Newly hired employees shall accumulate sick, vacation and personal leave days as provided for in this Agreement. However, during the probationary period, newly hired employees shall only be able to use accumulated sick and personal leave time. If a newly hired employee does not satisfactorily complete his/her probationary period, he/she shall not be able to cash out accumulated sick, vacation or personal leave days upon termination.

B. Upon completion of a fire fighter's probationary period, the fire fighter will be entitled to a prorated number of vacation days on the basis of the number of months remaining in the calendar year in which the fire fighter completes the probationary period.

C. The fire fighter shall be entitled to nine (9) vacation days in the calendar year following the year in which the fire fighter completes the probationary period.

SECTION 3. HOLIDAY PAY

During the first calendar year of employment, a probationary fire fighter shall receive 144 hours of holiday pay on a pro-rated basis based on the number of full months worked. The month in which the fire fighter is hired will be considered if the fire fighter's first workday is before the 16th of the month. (Example: A fire fighter who starts work on April 10 will receive 108 hours of holiday pay ($144 \times 9/12$)). Beginning with the start of a second calendar year, the probationary fire fighter will receive the regular amount of holiday pay

SECTION 4. DISCIPLINE

In the event a dispute arises between a newly hired employee, while on probation, and the Employer, the Union may provide representation for said employee through Step 4 of the grievance procedure. This shall not preclude the employee from electing to pursue his/her remedies through 1935 PA 78, as amended.

SECTION 5. WORK UNIFORMS

All new hires shall receive a "start up" amount of \$150.00, plus 1/12th of the prevailing annual uniform allowance for every month, calculated to the next July 1st.

ARTICLE 21 - TRAINING

SECTION 1. REIMBURSEMENT FOR TRAINING

The City may pay the cost of tuition and books for courses completed at college, university and 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. Upon certification or a passing grade (C or better) and verification of payment, the employee will be reimbursed for tuition and books for that course.

SECTION 2. COMPENSATORY TIME FOR TRAINING

Compensatory time shall be given employees for off duty time spent attending any function, training school, or seminar, except basic training school, which the Chief of the Department asks an employee to attend.

SECTION 3. ASSIGNMENT OF TRAINING

Training from outside of the Department that is open to all personnel will be assigned as follows:

- A. Sign-up sheet will be posted as early as possible, prior to the date of the class being offered.
- B. The most senior personnel, if qualified, shall be selected first.
- C. In the event that training is offered only to officers, the most senior officer, if qualified, shall be selected first.
- D. The Chief of the Department reserves the right to manage and make selections when unusual or particular circumstances are present.

SECTION 4. FIRE OFFICER CLASSES

Upon promotion to Lieutenant within one year of promotion employee must complete Fire Officer I.

Upon promotion to Captain within one year of promotion employee must complete Fire Officer II. The City will pay the expense for completion of these certification classes.

Officers who do not currently possess the above requirements shall obtain these certifications within one year of executing this agreement.

Effective July 1 2019, Fire Fighters, Lieutenants, and Captains that attain the required Fire Officer courses prior to promotion will be reimbursed for tuition and books ONLY IF they are promoted to Lieutenant, Captain, or Fire Marshal AND can provide a receipt and a certificate of completion. Prior to promotion, release time will not be offered for promotional classes scheduled on duty days.

SECTION 5. FIRE MARSHAL TRAINING

The Fire Marshal shall complete the minimum of the following trainings or certifications as they become available:

- Fire Officer I, II, III
- Fire Investigation School accredited by the National Board on Fire Service Professional Qualification.
- NFPA Fire Inspector I / State Inspector

Said trainings and certifications must be successfully completed within two (2) years of promotion to the Fire Marshal position. This time frame may be extended upon request supported by legitimate reasons, such as the timing at which the classes are offered. Should the employee fail to successfully complete the trainings and certifications within the time frame, he/she shall return to the position held prior to promotion or, if that position no longer exists, to the next highest rank. If said return to the prior rank results in the demotion of any employee from a permanent rank, that demoted employee shall be given the next open position in the rank from which he or she was demoted.

The Fire Marshal shall maintain all certifications through required continuing education programs. The City shall provide release time and funding for Fire Marshal continuing education programs which are approved by the Chief and directly related to the Fire Marshal position.

In addition to the above trainings and certifications, the Fire Marshal may obtain the following desirable certifications if approved by the Fire Chief:

- NFPA Fire Inspector 2 and 3
- NFPA Plan Examiner

The Fire Marshal shall receive up to a maximum of 72 hours of release time per year for state fire inspector's activities to include service on the state executive board.

ARTICLE 22 - SAFETY

SAFETY OFFICER

The City and Union will mutually agree on a Safety officer selected from the Union body. This safety officer will meet with the Fire Chief over safety issues.

ARTICLE 23 - GENERAL

SECTION 1. CONFLICT OF AGREEMENT WITH LAW

This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the City, the Union, and the employees in the bargaining unit and in event that any provisions of this agreement shall at any time be held contrary to law by a court of competent jurisdiction from who final judgment or decree no appeal has been taken within the time provided, therefore, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

SECTION 2. COPIES OF CONTRACT

A copy of this agreement may be distributed to all employees of the Fire Department electronically.

SECTION 3. TENTATIVE CONTRACT

No later than thirty (30) calendar days after the City has ratified the parties' tentative agreement for the new successor contract, the City shall provide to the Union for review a draft of the new successor contract incorporating the ratified tentative agreement.

SECTION 4. PHYSICAL FITNESS EQUIPMENT

Effective January of 2023, The City shall contribute \$1,000 annually to be used by the Union for the purchase or repair of physical fitness equipment each year. Unused City contributions shall carry-over from year to year. The annual contributions from the City shall be paid to the Union directly, no later than January 15 of each year.

SECTION 5. CURTAINS IN SLEEPING AREA

The City shall maintain curtains between all beds in the sleeping areas.

SECTION 6. WORK ASSIGNMENTS

Members of the bargaining unit shall not be required to perform work other than the work normally and customarily performed by members of the bargaining unit prior to July 2004; provided however, the City shall have the right to assign the following types of duties to bargaining unit members:

- a. Fire/Building Inspections;
- b. Life Safety Code Enforcement

ARTICLE 24 - PROMOTIONS

SECTION 1. YEARS OF SERVICE

The City and union agree to follow the provision of Act 78 of 1935, Section 12 (b) (five years in the Department and two years in the prior rank) in order to test for a promotion. Further, all promotions shall follow a rule of one (1).

SECTION 2. EXCLUSION OF FIRE CHIEF FROM AGREEMENT

The City and Union agree to change the provisions of Act 78 of 1935 to exclude the selection of the Fire Chief from the Act and Union contract. There shall be departmental candidate(s) on the eligibility list for appointment to Fire Chief if meeting the below requirements. The Fire Chief candidates must have graduated from an accredited two year college with major course work in fire science, fire administration, or related field; or must have extensive progressive responsible experience in fire supervisory and administrative work.

SECTION 3. PROMOTIONAL EXAMINATIONS

Notification of a promotional examination will be announced by the Civil Service Commission and posted on the administrative bulletin board, located at the Fire Station. The sign-up sheet for eligible candidates shall be posted at City Hall in a location that is convenient for the Human Resources Department. The sign-up sheet shall be removed by the Human Resources Department after a minimum of fourteen (14) days, which will not include weekends, holidays, or furlough days.

From the date that the sign-up sheet is posted, a minimum of one hundred twenty (120) calendar days shall have passed before the written test is administered, followed by the oral exam. The written exam and oral exam shall be separated by a minimum of fourteen (14) calendar days which will not include weekends, holidays or furlough days.

Promotional examinations shall consist of two parts weighted equally at 50%. All examinations are based on a 100% system. Candidates with a total score of 70 or better shall be placed on an eligibility list for a period of two years. Candidates will be ranked according to total score. The testing organization shall be selected by competitive bid, subject to approval by the Union based upon the qualifications of the organization.

Part 1. Written Examination - The written examination shall be professionally developed and related to the position for which the applicants are being evaluated. Candidates must pass the examination with a 70% or better.

Part 2. Oral Board Examination - The examination will be based upon professionally developed criteria and consider such factors as aptitude, character, and knowledge relative to the position being tested. The oral board shall consist of three (3) members; two of which must be experienced in the fire service and be of greater rank than the position being tested. Members shall represent cities of comparable size to Ypsilanti. Candidates must pass the examination with a 70% or better.

Part 3. The written examination shall only be based on chapters applicable to the position which is the subject of the promotion.

The bibliography for the position of **Fire Marshal** shall consist of:

- IFSTA Fire Inspection and Code Enforcement: current edition

The bibliography for the position of **Captain** shall consist of:

- IFSTA Fire and Emergency Service Company Officer: current edition

The bibliography for the position of **Lieutenant** shall consist of:

- IFSTA Fire and Emergency Service Company Officer: current edition

If there is no valid eligibility list, the City shall begin the promotional and testing process six (6) months before an officer is eligible to take a Normal Retirement.

The Human Resources Director or a designee of the City Manager shall be present on site for the entire duration of the exam, in order to serve as a proctor for the exam. Any candidate who leaves the exam room with the test material and answer sheet shall be automatically disqualified. If a candidate needs to leave the exam room during the exam, such as to go to the bathroom, he/she must turn in the test material and answer sheet to the proctor before leaving the room and will receive them back upon re-entry. No additional time shall be given to the candidate upon re-entry.

All candidates must also turn in their cell phones and other electronic devices to the proctor prior to the start of the examination.

Immediately following the completion of the exam, the proctor shall place all answer sheets in a sealed envelope and mail that envelope at the post office or private service, such as UPS.

SECTION 4. SENIORITY POINTS

Seniority points shall be earned at a rate of one half (1/2) per six (6) months of continuous service provided no one shall be credited with over twenty (20) seniority points for the purpose of credit towards a final promotional test score. Seniority points will be added only if the candidate has a combined score of 70 or better under Section 3. The amount of seniority points credited to candidates will be calculated using the seniority attained by the candidate as of the last date that the promotional announcement and sign-up sheet are posted.

SECTION 5. ACCEPTANCE OF PROMOTION

Any fire fighter or fire officer who is on a certified promotional list shall be immediately offered, in writing, the position tested for based on availability. The fire fighter or fire officer will have 14 calendar days after receipt of the written offer to notify the fire chief if they wish to accept the position.

If the fire fighter or fire officer refuses the position, they will be removed from the promotional list and the position will be immediately offered to the candidate with the next highest score. If no candidates remain on the list, the City may begin the testing process to fill the position.

If the fire fighter or fire officer accepts the position, he/she will be removed from the certified promotional list and in the event the promotion does not become permanent the fire fighter or fire officer will not be eligible for another promotion to the same rank while the certified promotional list is still in effect. This shall not restrict the fire fighter or fire officer from testing for, or being promoted to a different rank. Also, if the promotion does not become permanent the position will be offered to the candidate with the next highest score. Once a certified promotional list established through competitive examination no longer contains an eligible person, the promotional list is no longer in effect.

Any fire fighter or fire officer that accepts a promotion will have the opportunity to return to the rank held immediately preceding the promotion at any time during the 6 months probationary period.

During the 6 months probationary period, any fire fighter or fire officer that accepts a promotion will have the opportunity to participate in any promotional testing process that may become available.

If a fire fighter is promoted to the rank of fire marshal, he/she will be able to test for promotions within fire suppression. However, a fire fighter promoted to fire marshal would only be allowed to bypass the lieutenants position and test for captain if the position of captain is offered to the rank of eligible fire fighters.

SECTION 6. FORMER RANK

An employee promoted to an Officer rank retains the right to revert back to the rank of Firefighter with the approval of the Fire Chief. It is understood that an Officer ranked employee electing the option to revert back to the rank of Firefighter will not be eligible for a promotion to a line officer position for two (2) years after reverting back to the rank of Firefighter.

ARTICLE 25 - PERFORMANCE EVALUATIONS

Performance evaluations shall be conducted annually during the month of December.

Any individual who receives an evaluation in the "Needs Slight Improvement" or "Needs Much Improvement" range will be re-evaluated within 60 calendar days.

Probationary employees will be evaluated every 90-calendar days. Upon completion of the probationary period employees will then be evaluated the next December.

The original performance evaluation shall be maintained in the employee's master file located in the Human Resources Department.

ARTICLE 26 - FAIR LABOR STANDARDS ACT

The City and Union hereby agree to implement the provisions of the Fair Labor Standards Act regarding overtime provisions effective April 15, 1986 and amended thereafter. Specific reference is made to The Fair Labor Standards Act of 1938, as amended Section 7 (k) and 29 CFR 553.16 work period.

FLSA to be distributed two times a year in March and October.

ARTICLE 27 - CIVIL SERVICE COMMISSION RULE AUTHORITY

The City and the Union hereby agree that the provisions of Act 78, 1935 as amended; Section 9 is hereby amended to prohibit the Civil Service Commission from prescribing, amending or enforcing any rules or regulations not consistent with this contract or current hiring and promotional policies.

The City shall defend, indemnify, and save the Association harmless against any and all claims, demands or suits arising out of this article.

ARTICLE 28 - JOB ASSIGNMENTS

Job assignments within the Department will be on a seniority basis as follows:

- A. Fire fighters shall be allowed to select job assignments starting with the most senior fire fighter, if qualified.
- E. Assignments will be for one year and commence at the beginning of the calendar year.
- F. Assignments will be picked prior to the beginning of the calendar year.
- G. Officers will be excluded from selecting job assignments.
- H. The Chief of the Department reserves the right to manage for training purposes.
- I. Personnel not normally part of the shift on duty will be assigned by the officer in charge.
- J. In the event a Fire Fighter transfers to a new shift other than on a temporary basis, job assignments will be reselected for the entire shift.

ARTICLE 29 - SHIFT BIDS AND TRANSFERS

Shift bids will begin September 1. Bidding will start with Captains, who will bid shifts based on department seniority (one Captain per shift). Bidding will continue with Lieutenants, who will bid shifts based on department seniority (one Lieutenant per shift). Bidding will continue with the Fire Fighters, based on department seniority.

Personnel will be afforded one workday after their choice becomes available to make their selection.

All shift transfers will be conducted starting January 1 of each year. The Chief shall notify all employees of all upcoming transfers before November 1 of the previous year, before annual vacation picks are completed.

The Union and the City agree that shift transfers may occur as a result of an emergency situation. Examples of an emergency would be agreed upon between the City and the Union, 30 calendar days notice will be given.

Any emergency transfer that occurs, all vacations previously selected will remain in effect. Any persons agreeing to a trade, their vacations will fit into the existing schedule.

Employees who are newly-promoted to a position on a new shift shall be entitled to carry forward and utilize, after transfer to the new shift, and at the employee's option, up to three (3) previously-scheduled vacation days; such vacation day utilization shall not be counted for purposes of any vacation usage limitations.

At least one week prior to the commencement of shift bids (September 1), the Fire Chief shall notify the Union in writing whether or not the number of Fire Fighters will be balanced on each shift for the upcoming year.

ARTICLE 30 - MINIMUM APPARATUS STAFFING

The City of Ypsilanti shall maintain a Fire Department of no fewer than fifteen (15) full-time employees in positions represented by the Unit. There shall be no fewer than four (4) unit personnel assigned to work per day in Fire Suppression.

ARTICLE 31 - LAYOFF/SUBCONTRACTING

Bargaining unit employees shall be the sole providers of emergency medical services (EMS) and fire suppression, prevention and inspection services for the City. However, it is agreed that:

1. This provision is subject to the Public Employment Relations Act, and does not diminish any rights of the City or the Union under that Act, including Section 15(11) of said Act;
2. This provision also shall not bar any practice currently in place at the ratification of the 2012 to 2017 Agreement concerning the provision of emergency medical services; and
3. The parties agree that fire inspection services may be provided in accordance with Article 21, Section 5.

The parties agree, for the term of the current contract up to 11:59 PM June 30, 2017, no employees in the Unit as of July 1, 2012, will be laid off.

ARTICLE 32 - LAYOFF/RECALL

The employer may lay off a permanent employee when it is deemed necessary, by reason of shortage of work or funds, the abolition of the position, or for other related reasons which are

outside the employees' control, and which do not reflect discredit upon the service of the employee.

1. Order of layoff of employees shall be made according to the following procedure:

a. Order of layoff of employees shall be made by inverse order of seniority. If it becomes necessary to reduce the number of positions within a rank because of layoffs in other ranks or for any other reason stated in (1) above, these reductions shall be made in the following order. First, employees in their promotional probationary period in the inverse order of time spent in their position. Second, if additional reductions are required or there are no probationary employees in affected rank(s) they shall be made by inverse order of seniority of the employees in the affected rank(s).

b. Those employees affected by the reduction of the number of positions within a rank shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee. In addition, employees who are so replaced shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee.

2. The Director of Human Resources shall give notice to the Chief, the employee and Union of any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least thirty (30) days before the effective date thereof.

3. No permanent employee shall be laid off from any position while any temporary employee is still employed in the Fire Department.

4. The employee at the time of the layoff will be paid the amount due as of the date of layoff for the following bonuses that are defined in the contract between the City and Union; food allowance, uniform allowance, EMT allowance, and healthcare waiver. The allowances will be prorated as necessary and will be paid at the prevailing rate in effect as defined by the contract.

5. The employee will be paid in full, at the current prevailing rate of pay in effect at the time of the layoff for all accumulated vacation and compensatory time. The employee will have the option to maintain their accumulated vacation and compensatory banks for up to a one year period. In the event the employee is not recalled within a one year period the employee will be cashed out at the prevailing rate of pay in effect as defined by the contract at the time the employee was laid off. If the employee chooses to cash out any accumulated bank, the time will not be restored upon being recalled to work.

6. The City will maintain a laid off employee's sick bank during the period of the layoff. If the employee is recalled from layoff, his or her sick leave bank will be restored.

7. Employees who are laid off will not accrue years of service toward retirement, vacation or sick leave, or other benefits during the layoff. Laid off employees will have the choice to continue health insurance coverage under the federal Consolidation Omnibus Budget Reconciliation Act (COBRA), or to terminate their coverage.

Recall procedure

1. If the fire department experiences layoffs, then all employees on layoff shall be recalled prior to any new person being offered employment in the bargaining unit. This recall right shall last for two years, or the length of the employee's seniority whichever is less.
2. Employees will be recalled in the inverse order of the layoff and will return to the rank held prior to the lay off if that rank is still in existence.
3. It will be the laid off employees' responsibility to maintain an updated address with the Human Resources Department. Notices of recall shall be sent to employees at their last known address by Registered Mail or Certified Mail. Employees who fail to report for work within ten (10) days from date of mailing of notice of recall, shall be considered to have quit. However, employees unable to report back to work within ten (10) days because of sickness or injury and report such fact to the Chief within ten (10) days of mailing of notice of recall, shall be given preferential treatment when they have recovered and other jobs in the Fire Department are available.
4. Employees who are recalled will return with benefits based on their original hiring date.
5. Recalled employees' length of service is measured from the original date of employment with the department so long as there has been no break in service greater than 30 days. Employees with breaks in service greater than 30 days will only be credited for the time actually worked.

ARTICLE 33 - DURATION

SECTION 1. EFFECTIVE DATES OF AGREEMENT

This agreement shall be effective July 1, 2022, and shall remain in force and effect to, and including June 30, 2027.

SECTION 2. SUBSEQUENT AGREEMENTS

The parties agree that, commencing not later than May 1, 2027, they will undertake negotiations for a new agreement for a succeeding period. Either party may notify the other within 60 days of the expiration of the contract if the Union wants to negotiate any new conditions or terms. If neither party receives such notice (in writing by the expiration date), this contract will carry forward for the next term year.

Because of extensive changes made to this current contract, if there is any contract language inadvertently deleted, the City and the IAFF agree to revert back to the previous contract for that language.

SECTION 3. CONTINUATION OF AGREEMENT DURING NEGOTIATIONS

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

SECTION 4. COMPLIANCE WITH MCLA 243.215(7)

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed 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 recognize that the Public Employment Relations Act requires the preceding sentence to be added into the Agreement, but further recognize that PA 4 of 2011 has been repealed by the voters. As such, this provision is solely to comply with the law.

SECTION 5. GENERAL

- A. An electronic scanned copy of the CBA signed by the City and the Union may be emailed to unit employees in lieu of hard printed copies.
- B. The Union will notify the Employer in writing when the contract has been ratified by the Union membership.

ARTICLE 34 - RETIREE HEALTH INSURANCE

The City of Ypsilanti and Ypsilanti Fire Fighters Association, Local 401, agree to the following conditions for the purpose of Retiree Health Insurance:

- The parties agree to establish a committee to study cost saving or cost neutral options for medical insurance and prescription drug coverage for retirees who have reached Medicare eligibility.
- The Employer may include other City bargaining unit representatives to participate on the retiree health insurance committee.
- The parties agree the inclusion of representatives from other City bargaining units does not set a precedent for future joint bargaining on any issue between the Ypsilanti Firefighters Association, Local 401 and the City of Ypsilanti.

- Subject to the terms of the parties' collective bargaining agreement, the current medical insurance and prescription coverage for retiree health care coverage shall remain in force and effect pending agreement upon provisions for medical, prescription and dental insurance for retirees who have reached eligibility for Medicare insurance.

ARTICLE 35 - ON THE JOB INJURIES

In the event an employee experiences an on the job injury, every attempt will be made to bring them to full active duty. In some instances, this could take time and rehabilitation. If an employee suffers an on the job duty injury, and in the opinion of his/her physician is unlikely to be able to return to fire fighting within six (6) months of the date of the injury, the City will provide a light duty position to that employee, subject to the limitations set forth below. The City will notify the Union of light duty work schedules that will consist of either the normal 54 hour week work schedule and rotation of the injured employee or a modified light duty schedule of a 40 hour work week.

If an injured employee is determined to be able to maintain the normal 54 hour work week schedule, then no modification will take place for the injured employee's benefits.

If an injured employee is determined to be placed on a 40 hour work week light duty schedule the following adjustments will be made:

- **Hours worked:** Employee will move from a 54 hour work week to a 40 hour work week with normal hours of Monday through Friday 8:00a.m. - 5:00p.m. Times may be modified if mutually agreed to by the Union and the Chief.
- **Accruals:** All accruals of vacation, sick and personal time will remain the same as the 54 hour work week; however, any increments of time will be taken as 10.8 hours per 8 hour work day and 5.4 hours for any 4 hour allotments.
- **Holiday Pay:** Employees will maintain their holiday pay at the same level as a 54 hour employee.
- **Food Allowance:** Food allowance will be \$5.00 per day for the employee that is on a 40 hour work week light duty schedule.
- **CAD Days:** CAD days will be eliminated in this 40 hour work week light duty schedule.
- **Maintenance allowance, EMT Bonus** and all other payouts will be administered per a 54 hour a work week schedule.
- **The employee shall only be eligible for overtime and assignments that match both his/her schedule and work restrictions.**

The City shall have the right to require a medical re-evaluation of the employee every six (6) months from the time of injury. If as a result of this re-evaluation, the City or the employee's doctor determines the injured employee is permanently disabled from full duty, the City shall begin the process of a medical disability.

An employee may receive treatment from his/her own doctor after the required waiting period of ten (10) days. If there is disagreement between the City doctor and the employee's doctor, then the City reserves the right to seek a third medical opinion. The cost of the Independent Medical Exam (IME) will be paid by the City. The third opinion will be binding upon the parties.

The City will provide at least one (1) light duty position for a fire fighter injured in the line of duty. The City may, at its discretion, provide for more than one light duty position, but is under no obligation to do so.

Should there only be one (1) light duty position available, the following will go into effect:

- If two (2) fire fighters are injured at the same time, seniority will prevail. The senior firefighter will be given the first option of either a 54 hour work week or modified light duty. The nature of injuries and medical restrictions will be taken into consideration.
- If one fire fighter is already on light duty and another fire fighter with higher seniority is injured on a different day and/or time, then the fire fighter who is currently on light duty will be able to remain on light duty.

This policy shall supersede any inconsistent provision of the parties' collective bargaining agreement and/or past practice.

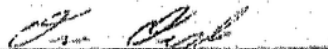
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

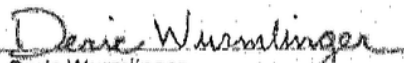
LOCAL 401 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, also
known as the Ypsilanti
Fire Fighters Association, AFL-CIO

CITY OF YPSILANTI, MICHIGAN
a Michigan Corporation

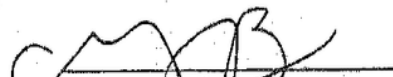
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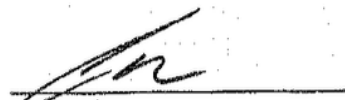

Dean Doyle
President

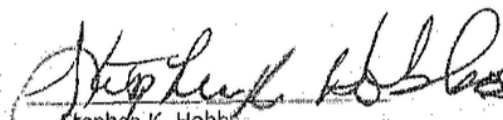

Drew Gissendaner
Vice President


Deric Wurmlinger
Chief Steward

FOR THE EMPLOYEE:

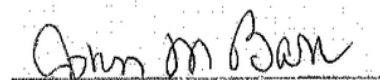

Nicole A. Brower
Mayor


Andrew Hellenga
Acting City Manager


Stephen K. Hobbs
Fire Chief

On October 10, 2023 On _____
Date Date

APPROVE AS TO FORM:


John M. Barr
City Attorney

on October 14, 2023
Date

APPENDIX A-1 BCN HMO HSA 3000



**Blue Care
Network**
of Michigan

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Client: City of Ypsilanti

BCN HSA'm Hui^o \$3,000 High Deductible Health Plan for Medical and Prescription Drug Coverage

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Member's Responsibility: Deductible, Copays, Coinsurance and Dollar Maximums

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deductible

73.000 per ir.eni her, \$6400 per retractor per celendaryea-t7.

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Nome Co insxance ailloirds apply once the deductible aos beet: met

Out of Por.k.e. Maximum Total istriv.uu paid toward tut:dice: and pharmAry serviceo includingdeductible. repays and coinsurance. For Members with more than one person on the contract, If Utenna MeroberMaximcm lsmeteven Ede family maximum is no; that Pleifiber due.c.po t pay o-eComl-
I for tiler es: of tae year.

iretirtria dollar maximum

None

IPA cod S0% for select services as noted below

\$6.350 per member, 312,00 per contract Per calendar year

None

Preventive Services

Health Maintenance Exam

Covered -100%

Annual Gynecological Exam

Covered - MHO

Pap Smear Screening - laborotc ry gel-eh: cis on:y

Covered -100%

WeD.Fieler and Child Care

Covered -100%

Inurtuniz- aliens- pc'. nark and adult

Covered -100%

Prastate Specific Ailigen (rSA) Screening laboratory send= on ly

Covered -100%

Rindr.e colonoscopy.

Covered - 10076

Mammography Screening

Covered -100%

Voluntary female Sterilization

Covered 1.00%

Physician

Covered -100%

Physician Office Services

Ch Office Visits

Covered - 100% dim ikductible

Onto.. Visits

Covered 10thO after deducdble

Consulting Specialist Gra - when rein, ed

Covered -1110% after deducti bie

Erne ncy Medical Care

Hospital Emergency

Covered - W0% after deductible

Poem Urgent Care Crater

Covered -lon% Miter deductible

Ambulance Services- medically neeesaary

Cmerod - 100% after deductible



Diagnostic Services

Laboratory and Pathology Tests	Covered	100% after deductible
Diagnostic Tests and X-rays	Covered	100% after deductible
Radiation Therapy	Covered	100% after deductible

Maternity Services Provided by a Physician

Post-Natal Care. <i>See</i> Preventive Services section for Pre-Natal Care	Covered	-100%
Delivery and Nursery Care	Covered	-100% after deductible

Hospital Care

General Nursing Care Hospital Services and SAmilies	Covered	-100% after deductible
Outpatient Surgery - see member certificate for specific surgical coinsurance	Covered	- 100% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered	-100% after deductible up to 45 days per calendar year
Hospice Care	Covered	- 100% after deductible
Home Health Care	Covered	- 100% after deductible

Surgical Services

Surgery - includes all related surgical services and anesthesia.	Covered	- 100% after deductible
Voluntary Male Sterilization - See Preventive Services section for voluntary female sterilization	Covered	- Male - 50% after deductible
Elective Abortion (One procedure per two-year period of deductible membership)	Covered	- 50% after deductible
Human Organ Transplants (subject to medical criteria)	Covered	- 100% after deductible
Reduction Mammoplasty (subject to medical criteria)	Covered	- 50% after deductible
Male Mastectomy (subject to medical criteria)	Covered	- 50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	Covered	- 50% after deductible
Orthognathic Surgery (subject to medical criteria)	Covered	- 50% after deductible
Weight Reduction Procedures (subject to medical criteria) - Limited to one procedure per lifetime	Covered	- 50% after deductible

Mental Health Care and Substance Use Disorder Treatment

Inpatient Mental Health Care	Covered	- 100% after deductible
Substance Use Disorder	Covered	- 100% after deductible
Outpatient Mental Health Care includes online visits Note: For diagnostic and therapeutic services, the medical benefit applies.	Covered	- 100% after deductible
Outpatient Substance Use Disorder	Covered	- 100% after deductible

Autism Spectrum Disorders, Diagnoses and Treatment

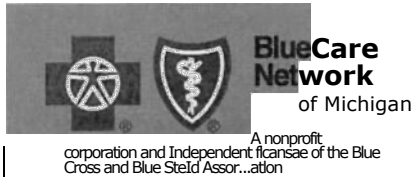
Applied behavioral analyses (ABA) treatment through age 18	Covered	-100% after deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder through age 18 Physical, speech and occupational therapy for autism spectrum disorder diagnosis is unlimited.	Covered	- 100% after deductible
Other covered services, including mental health services, for Autism Spectrum Disorder	See your outpatient mental health benefit and medical office visit benefit	



Other Services

Allergy Testing and Therapy	Covered -100% after deductible
Allergy office visits	Covered - 100% after deductible
Allergy Injections	Covered - 100% after deductible
Chiropractic Spinal Manipulation - when referred	Covered - 100% after deductible up to 30 visits per calendar year
Outpatient Therapy/Rehabilitation - subject to meaningful improvement within 60 days	Covered - 100% after deductible; limited to 60 visits per calendar year for any combination of therapies
Infertility Counseling and Treatment (excluding In vitro fertilization)	Covered - 50% after deductible
Durable Medical Equipment	Covered - 50% after deductible
Prosthetic and Orthotic Appliances	Covered - 50% after deductible
Diabetic Supplies	Covered - 100% after deductible

ICD10 PLCC 3000110.630M110. MUM, OMRR, OM RR, VAC R50



High Deductible Health Plan Custom Drug ListsM \$10/\$30/\$60/\$80/20%/20% Prescription Drug Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificate and members' Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible, coinsurance and/or copay amounts required by the plan. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan documents, the plan document will control. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Prescription Drug

Deductible	The Deductible is combined for both medical and prescription drug coverage. The Deductible amount is listed with your medical benefits.
Tier 1A — Value Genetics	\$10 Copayment after Deductible
Tier 1B - Generics	\$30 Copayment after Deductible
Tier 2 — Preferred Brand Drugs	\$60 Copayment after Deductible
Tier 3 — Non-Preferred Drugs	\$80 Copayment after Deductible
Tier 4 — Preferred Specialty	20% Coinsurance of the BCN Approved Amount after Deductible (Maximum Copayment \$200)
Tier 5 Non-Preferred Specialty	20% Coinsurance of the BCN Approved Amount after Deductible (Maximum Copayment \$300)
Sexual Dysfunction Drugs	50% Coinsurance of the BCN Approved Amount after Deductible
Contraceptives Note: Your cost sharing may be waived for Tier 1B, Tier 2 or Tier 3 contraceptive drugs if there are no appropriate generic products or preferred drugs available.	• Tier 1A — Covered in Full • Tier 1B — \$30 Copay after Deductible • Tier 2 - \$60 Copay after Deductible • Tier 3 - \$80 Copay after Deductible
Preventive Medications	• Tier 1A — Covered in Full • Tier 1B Generic — Covered in Full • Tier 2 Preferred Brand — Covered in Full • Tier 3 Non-Preferred Drugs — Covered in Full
31-90 day supply for Mail-Order Pharmacy	Three times applicable copay minus \$10 after Deductible
84-90 day supply for Retail Pharmacy	Three times applicable copay minus \$10 after Deductible
Out-of-Pocket Maximum	Your medical out-of-pocket maximum is integrated with your BCN covered Prescription Drugs. The out-of-pocket maximum amount is listed with your medical benefits.

Definitions

Brand Name Drug	Manufactured and marketed under a registered trade name and trademark. • Multi-source Brand Name Drug: a drug that is available from a brand name manufacturer and also has a generic version. • Single Source Brand Name Drug; the drug can only be produced by the company holding the patent; no generics are available.
Generic Drugs	Prescription drugs that have been determined by the FDA to be bioequivalent to Brand Name Drugs and are not manufactured or marketed under a registered trade name or trademark.
Non-Preferred Drugs	Prescription drugs that may not have a proven record for safety or their clinical record may not be as high as the BCN preferred alternatives.
Non-Preferred Specialty Drugs	Specialty drugs that may not have a proven record for safety or their clinical value may not be as high as the Specialty Drugs.
Out-of-Pocket Maximum	The highest amount of money you have to pay for covered services during the Calendar Year.
Preferred Brand Drugs	Prescription drugs that are Single Source Brand drugs that have a proven record for safety and effectiveness.
Preferred Specialty Drugs	Generic or Single Source Brand Specialty drugs that have a proven record for safety and effectiveness and offer the best value to our members.
Value Generic Drugs	Prescription drugs that have a proven clinical value essential for treatment of chronic conditions.

P1361ID, 90D3X

APPENDIX A-2 SIMPLY BLUE PPO HSA 3000



**A rolp•CAI aXporaXel and ndependert aoonsee
or lie Eltue Cr ou rider". *Styled As000ahon***

City off Ypsilanti

Simply Bluest **HSA** PPO Plan \$3000/0% **LG**

Effective Date: On or after January, 2018

Benefits-at-a-glance

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leured, are peavtnoruea ce approved by BC GSM except in an emergency

NONPA let of tem.(es that row* appro. el before they ar • pro. tied is 1:vadat:0o orhme at bciasmcom Importantrito. Selett Approving covered SWIM

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131.4 Cross Blue Shod or lacregan ts • rececritiet corporator, .rd inclopenciln Worm* of the We Cross Elbe :held AasooCce.

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Members responsibility (deductibles, copays, coinsurance and dollar maximums)

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Benefits	In-network	Out-of-network
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env coverage	See 'Pr esCrrrOe Drugs' section	See Viescnbfron Drugs' scow
coPaYs	None	:0% <i>d</i> approved smart for most covered sennOes
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Preventive care services

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Routine mairmo7am and related reading	100% trio deductible Cr copaykcansurance)	60% after cub*, network deductible
	Note 560;o:tient meOcialty necessary mammograms performed dui"; re game corers:let yew We StitieCt tO yon dedrcatre and consurance One per memberCe. cat-ii- ,ea.	Note Out-0410*ot* readings and oterpretations are payable arty rehcn Int steering mammogram itself is Pt-flamed by an in -ner*trk provider
Cdonosccorrcutne a rnedcary necessary	100% I no deductbk a cOPeyrtitansiesncel fOrf the fest lulled colcnosccoy Not. Subsea:art colabscopes performed doing use same Calendar year we subsea to your deduttble and CCferSuf WC! Cne per mercer per caenda• •,ea•	80% Offer Out.ol-network deductible

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Physician office services

Benefits	In-network	Out-of-network
Cere et-ids-most be melt aty necessary	100% ate :n network deductOle	80% atter out-e-neterork deduct tie
Outpatient and borne <i>meCical care sses-rusZ be resettcari</i> necessary	100% alter el-network deductOle	80% ate art-ce-network der:WI:Ole
Ostse consutatrassinust be medrcally necessary	100% atter in network deductOle	80% after ocr.e-netretrk deduct:ble
°ohne ytsCs - must be meth-catty necessary	100% ate :n-nexeek deduct:	80% after out-of-network deduct:ble
We		

Urgent care visits

Benefits	In-network	Out-of-network
urgent care vs.is	100% ater :n-nework dedue,Ole	80% alter out-of -net.ctk deduct:de

Emergency medical care

Benefits	In-network	Out-of-network
<i>Hosp.131 emergency room</i>	100% atee :n. network deductt>le	100% ater el-net work dedueble
AnsubulanCe sersices-must be medcaty <i>necessary</i>	100% alter :n network deductOle	100% alter ,n-netx deductele

Diagnostic services

Benefits	In-network	Out-of-network
Labxxatory and pathciocy services	10056 atter ,n.nexcek deductOle	80% atter out-or-network
de:due:Ole		
Dragnostre tests and E.rays	100% atter el-newer* oeciusxole	80% after cut-or-network dedu~Y
Lee		
Tterapeot:c red:ckyjy	100% after :n newer* deductOle	80% after out-e-nerneck deducteNe

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r.toaal A%too•bon Pay. 4of 7

Human organ transplants

BOMB'S	In-network	Out-of-network
Specared human organ transplants-must ben a designated factey and tOcreinated through the BCBSM Human Organ Transplant Orme m (1-800- .74:- 35043	100% after in network deductble	100% after "-net ,t,crk decluabile - designated facartes only
Bone marrow transplants *must be ccadnated through the BC858.i Human Organ Transplant Program (1-800-242-3504)	100% after ,n-network dedcs:Gble	80% after outset-network deductible
Spelled oncology °vocal Mats	100% after (n-network decluctble	80% after out-of-network deductible
Not* BOBS/A cowers chnrcal teats .n cerrOltanCe with PPACA Kidney cornea and lke. transplants	100% ate(al nem:etc deductible	80% after out-ca*erwerk deductible

Mental health care and substance use disorder treatment

Benefits	In-network	Out-of-network
Inpatient mental bee rr, care and Inpatient substance use disorder treatment	100% after on-network (kilo:tole	80% after cut-of.network deductible
Res.denhal psych.atnc treatment faoky - covered mental health seryces must be Perscemend in a res4entiat psychiatric treahnent %Way - treatment fruSt be preauthenzed - subtect to melee: otttena	100% stet at-network deductbe	80% after out4t-network deductible
Outputent mental health care Fa Way and clin:c	100% alter in network ckett...:toSe	100% after et-network dodo:Chic Palt:opatng fac: • e: only
Note: Creme v.sts by a non-BCBSM selected vender are not cosered Phyvpan's ortoe	100% ater m network dedvotble deductible	80% after °A-of-network
Outpatient substance use osorder tfearretrtt- sr approved faca.t:et only	100% after in.netavric deducible	80% after cut-otnetwork deductible n-network cost-sharing war apply

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Atote4 benavrxal antaysts (ABA) treatment-retien rendered by an appeared bOted-certied lt/thaw:Yr& analyst-is covered through age 18 v4teect to preauthorization	100% after mnetwork dtd:a:tVe	100% after rt network Oa'fusible
Note Dagnoss of an autism spectrum disorder and a treatment re correnendation for ABA Serme el mug be &ea red by a BCBSM approved auivn evaluator center (AAEC) error to ser/ung ABA treatment		
Outpatient phys(cal therapy speech therapy ccupat:onat therapy nutraional counseang for aut'srn spectrum Oscrder	100% stet in-netwerk deductble Physical speech and poet/pa:4Na Merapy with an atAlsm diagnosis unfolded	80% after cut.car.network deductible
Other covered Senates ndudng mental health serwes for autism spectrum &Watt'	100% alter m.netweek deduchtile	80% after ad.ot -network deductible

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Simply BlueSM HSA PPO LG Prescription Drug Coverage

PD-TTC \$10/\$40/\$80-RXCM

Benefits-at-a-glance

Effective Date: On or after January, 2018

This is intended as an aid to read summary of the plan. It is not a contract. Addendum 1.05 and exclusions may apply. Payment amounts are based on BCBSM's approved amount less any applicable deductible. A member's payment is the difference between the member's cost and the member's payment. If there is a discrepancy between the member's cost and the member's payment, the member's payment is the difference between the member's cost and the member's payment.

Sparky Pharmacy Inc. The member's pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent conveyer of specialty drugs (such as Entree and Hurry*) are used to treat conditions such as rheumatoid arthritis, multiple sclerosis, and cancer. These drugs are dispensed by Walgreens Specialty Pharmacy, LLC, an independent conveyer of specialty drugs (such as Entree and Hurry*) are used to treat conditions such as rheumatoid arthritis, multiple sclerosis, and cancer. These drugs are dispensed by Walgreens Specialty Pharmacy, LLC, an independent conveyer of specialty drugs (such as Entree and Hurry*) are used to treat conditions such as rheumatoid arthritis, multiple sclerosis, and cancer.

We do not pay for more than a 30-day supply of a covered prescription drug. The BCBSM defines a "specialty pharmaceutical" as a drug that is obtained from a 90-day supply network provider or a mail order provider. We may make exceptions for a member's specialty pharmaceutical; more than a 30-day supply of a covered prescription drug. The BCBSM defines a "specialty pharmaceutical" as a drug that is obtained from a 90-day supply network provider or a mail order provider. We may make exceptions for a member's specialty pharmaceutical; more than a 30-day supply of a covered prescription drug.

Select Controlled Substance Drugs • BCBSM will not cover the cost of controlled substances to a 15-day supply. The member's payment is the difference between the member's cost and the member's payment. If there is a discrepancy between the member's cost and the member's payment, the member's payment is the difference between the member's cost and the member's payment.

Member's responsibility (copays and coinsurance)

91111MMIMMII

You Simply Blue BSA prescription drug benefits, including mail order drugs, are the same deductible and same annual out-of-pocket maximum required under your Simply Blue BSA case/appeal. Benefits are the same deductible and same annual out-of-pocket maximum required under your Simply Blue BSA case/appeal. Benefits are the same deductible and same annual out-of-pocket maximum required under your Simply Blue BSA case/appeal.

Benito		90-day retail network pharmacy	In-network mail order provider (not part of the 90-day pharmacy network)	In-network pharmacy (not part of the 90-day pharmacy network)	Out-of-network pharmacy
Le 1 • Generic Cr St4eCI O-43W 144 orw•tno-c airier dugs	1to30day paned	Ater clesitrahle as met. YOu Ater deduC1gbge is met YOu Ater Jests .e. c'e es met VOA; Agee deductctka is met. You	Orr \$10 ropey	par \$10 cosy	pay \$10 copm additOnel 20% of BCBSM IPPOrred amount for chi drug
	3t to 83 Dar period	NO carer age par \$20 c May	Ater Mixable IS met. You 140 C overage		No cover age
		Sate 90 day Ater deShaater Is met YOu After deductible is rivet. You Weeklong* par \$20 ccgay Par \$20 coon'			No coverage

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Benefits		90-day retail network pharmacy	In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-Of-network pharmacy
Tier 2 - Preferred brand-name drugs	1 to 30-day period	Ater deductible is met You pay \$40 COpay	Ater deductible is met You pay \$40 COpay	Ater deductible is met You pay \$40 cot sly	Ater deductible is met You Pay \$40 carry plus an esclat - rat 20% of BCBSM aPP'oved smoked fa the drug
	31 to 83-day No coverage Period	No coverage	Ater deductible is met You pay \$60 CCoay	No coverage	No coverage
	84 to 90-day period	Ater deductible it met you pay \$80 COpay	Ater deductible .3 met You Pay \$-80 COL4 y	No coverage	No coverage
Tier 3 • Nowereered brand-name drugs	1 to 30 ay mod	Ater deductible is met You pay \$80 copey	Ater deductible is met You pay SW copay	Ater deductible is met You Pay \$80 copey	Ater deductible is met You pay Se0 ccopy plies en gallons, 20% of BC Mkt approved IrrKaost for the drug
	31 to 83-0sy period	No coverage	Ater deductible ia met You pay \$160 COpay	No Octerne	No coverage
	84 to 90-day period	Ater deductible is net You pay \$160 copay	Ater deductible is met You pay \$160 copay	No coverage	NO coverage

Note Over-the-counter (OTCs) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as seed preScriptCOO drugs. A Crestion so the select OTC drug is recu red keep the member's physician. In some cases over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs. • BCBSM will not pay for drugs obtained from outside a network met Order providers including Internet providers.

Covered services

Benefits	90-day retail network pharmacy	In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-Of-network pharmacy
FDA-approved drugs	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - *not covered by BCBSM	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance plus an additional 20% prescription drug out-of-network penalty
DA approved generic OTC and select brand-name products, preventive health supplements and sit/OTC as figured by PPAC A non-serious admit, serious drugs are covered	100% of approved amount	100% of approved amount	100% of approved amount	100% of approved amount
Other FDA-approved brand-name prescription OTCs, health supplements and vitamins IS required by OFAC A (non-selective) drugs we not covered	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance	Subject to Simply Blue NSA medical deductible and copay insurance plus an additional 20% prescription drug out-of-network penalty

Benefits	90-day retail network pharmacy	• In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-Of-network pharmacy
FDA-approved generic and select brand name combination: CVNV Metformin 500mg/ Glimepiride 1mg administered drugs are not covered ¹	100% copay amount	ICI ¹ of copay-eligible drug	100% copay amount	SC ¹ of copay amount
Certain FDA-approved brand name combination: Exemestane 40mg/ Tamoxifen 20mg administered drugs are not covered	Subject to Senpiv Blue NSA medical deductible and pre-script: 40, 0, 4 copay/insurance	Subject to &mod ¹ ; Blue NSA medical deductible and prescriber drug copay/insurance	Subject to Sangsi Blue NSA medical deductible and prescriber drug copay/insurance	Subject to Smog Blue HSA medical deductible and prescriber drug copay/insurance plus an add. 20% prescriber drug out-Of-network Willey
Certain FDA-approved brand name combination: Exemestane 40mg/ Tamoxifen 20mg administered drugs are not covered	Subject to Sun,ty Blue NSA medical deductible and efescivoco drug copay/insurance for the Main or Other covered A/et 4We legend drug	Subject to Snvly Blue HSA medical deductible and ofescritton drug copay/insurance for the Main or Other covered injectable drug	Subject to SinVy Blue NSA medical deductible and prescriber drug copay/insurance for the Main or Other Covered injectable drug	Subject to Senoty Blue NSA medical deductible and ofescrofcn drug copay/insurance for the Main or Other Covered injectable drug

Not*: Needles and syringes have no copay/insurance

¹ BCBSIA will not pay for drugs obtained from out-of-network mail order providers including Internet providers

Features of your prescription drug plan

Custom Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the ECBSA Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness, and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost. • Tier 1 (generic) - Tier 1 includes generic drugs made with the same active ingredients available in the same strengths and dosage forms and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • Tier 2 (preferred brand) - Tier 2 includes brand-name drugs on the Custom Drug List Preferred brand-name drugs are: so safe and effective, but require a higher copay/coinsurance. • Tier 3 (non-preferred brand) - Tier 3 contains brand-name drugs not on the Custom Drug List Preferred brand-name drugs. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Pharmacy Network/Step Therapy	A process that requires a physician to write a prescription for a specific drug (drugs identified by BCBSM as requiring a prescription) or use a covered Step Therapy as a step in the 'Pilot' Authorization process. The process allows a doctor to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria may be subject to prior authorization. Details about which drugs require prior authorization are available on the website at bcbsm.com/step-therapy.
Drug Interchange and Generic Copay/Coinsurance	ECBSM's drug interchange and generic copay/coinsurance programs encourage physicians to prescribe a less costly generic drug when appropriate. If your physician prescribes your prescription for the recommended generic (or OTC alternative) you may have to pay generic copay/coinsurance to see a case. BCBSM may waive the out-of-pocket cost/coinsurance if you are eligible for a waiver.
Mandatory maximum allowable cost drugs	If your [prescription] is filled by an in-network pharmacy and the pharmacist has asked a brand-name drug for which a generic equivalent is available, you MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay/coinsurance regardless of whether you or your physician requests the brand-name drug. Exception: If your physician requests and receives a written or DAW on the prescription order, you pay only your applicable copay/coinsurance. Note: This MAC difference will not be applied toward your annual in-network deductible your annual coinsurance or your annual out-of-pocket maximum (applicable).
Rider Prey Rx \$500, Preventive prescription drugs	To stay consistent with FDA approved labeling for drugs some medications may have quantity limits. You have coverage for preventive prescription drugs on the ECBSM Preventive Rx Drug List when provided by in-network pharmacies payable up to all annual benefit maximum of \$500 deductible or copay/coinsurance. The benefit maximum has been reduced to the coinsurance requirements of your plan with a kit of commonly prescribed preventive drugs is available upon request. A member may also call the customer service telephone number found on the back of his or her identification card to inquire about a particular drug.

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APPENDIX A COMMUNITY BLUE PPO HRA 4000

City of Ypsilanti

Community BlueSM PPO

Benefits-at-a-Glance

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
Preventive Care Services —		
Health Maintenance Exam — includes chest X-ray, EKG and select lab procedures	Covered — 100%*, one per calendar year	Not covered
Gynecological Exam	Covered — 100%*, one per calendar year	Not covered
Pap Smear Screening — laboratory and pathology services	Covered — 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered — 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered — 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered — 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered — 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered — 100%*, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered — 100% One per calendar year, no age restrictions	Covered — 60% after deductible
Physician Office Services		
	Covered — \$30 copay	
Office Visits	Covered — 100%	Covered — 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered — \$30 copay	Covered — 60% after deductible, must be medically necessary
Office Consultations	Covered — \$30 copay	Covered — 60% after deductible, must be medically necessary
Urgent Care Visits		Covered — 60% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room	Covered — \$50 copay, waived if admitted or for an accidental injury	Covered — \$50 copay, waived if admitted or for an accidental injury

Ambulance Services — medically necessary	Covered — 100%	Covered — 80% after deductible
Diagnostic Services		
Laboratory and Pathology Services	Covered — 100%	Covered — 60% after deductible
Diagnostic Tests and X-rays	Covered — 100%	Covered — 60% after deductible
Therapeutic Radiology	Covered — 100%	Covered — 60% after deductible

Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered — 100%	Covered — 60% after deductible
Delivery and Nursery Care	Covered — 100%	Covered — 60% after deductible
		Includes care provided by a certified nurse midwife
		Includes delivery provided by a certified nurse midwife

Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a hospital	Covered — 100%	Covered — 60% after deductible
	participating	Unlimited days
Inpatient Consultations	Covered — 100%	Covered — 60% after deductible

Chemotherapy	Covered — 100%	Covered — 60% after deductible
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Alternatives to Hospital Care

Skilled Nursing Care	Covered — 100%	Covered — 80% after deductible
		Up to 120 days per calendar year
Hospice Care	Covered — 100%	Covered — 100%
		Limited to dollar maximum which is adjusted periodically
Home Health Care	Covered — 100%	Covered — 80% after deductible
		Unlimited visits

	In-Network	Out-of-Network
Surgical Services		
Surgery — includes related surgical services	Covered — 100%	Covered — 60% after deductible
Voluntary Sterilization	Covered — 100%	Covered — 60% after deductible
Human Organ Transplants		
Specified Organ Transplants—in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered — 100%	Covered — in designated facilities only
		Up to \$1 million maximum per transplant type
Bone Marrow—when coordinated through the BCBSM Human Organ Transplant Program (1800-242-3504); specific criteria applies Kidney, Cornea and Skin	Covered — 100%	Covered — 60% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care	Covered — 50%	Covered — 50% after deductible
		Unlimited days
Inpatient Substance Abuse Treatment	Covered — 50%	Covered — 50% after deductible
		Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum
Outpatient Mental Health Care		
• Facility and Clinic	Covered — 50%	Covered — 50% after deductible
• Physician's Office	Covered — 50%	Covered — 50% after deductible
Outpatient Substance Abuse Treatment — in approved facilities	Covered — 50%	Covered — 50% after deductible
		Up to the state-dollar amount which is adjusted annually
Other Services		
Outpatient Diabetes Management Program	Covered — 100%	Covered — 60% after deductible

(ODMP)

Allergy Testing and Therapy

Covered — 100%

Covered — 60% after deductible

Chiropractic Spinal Manipulation

Covered — 100%

Covered — 60% after deductible

Up to 24 visits per calendar year

Outpatient Physical, Speech and Occupational Therapy

- Facility and Clinic

Covered — 100%

Covered — 80% after deductible

- Physician's Office — excludes speech and occupational therapy

Covered — 100%

Covered — 60% after deductible

A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office

Durable Medical Equipment

Covered — 100%

Covered — 80% after deductible

Prosthetic and Orthotic Appliances

Covered — 100%

Covered — 80% after deductible

Private Duty Nursing

Covered — 50%

Covered — 50% after deductible

Prescription Drugs

EHIM

Not covered

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible

None

\$3000 per member, \$6000 per family per calendar year

Copays

- Fixed Dollar Copays

\$30 for office visits and \$50 for emergency room visits

\$50 for emergency room visits

- Percent Copays

50% for mental health care, substance abuse treatment and private duty nursing

40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing

Copay Dollar Maximums

- Fixed Dollar Copays

None

None

- Percent Copays — excludes mental health care, substance abuse treatment and private duty nursing copays

Not applicable

\$5,000 per member, \$10,000 per family per calendar year

Dollar Maximums

\$5 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services

APPENDIX B

City of Ypsilanti
DENTAL DESCRIPTION OF BENEFITS
Active Employee Participant Plan
Please take this information to your dentistK1900177

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)

DH/V) PPO

Each Eligible Family Member

Applies To

\$1,500

Class I, II & III

Non-PPO

\$1,500

Class I, II & III

CHILD ORTHODONTIC

DHA® PPO Non-PPO

Lifetime Maximum \$600

	CLASS I	CLASS II	CLASS III	CLASS IV
	DIAGNOSTIC & PREVENTIVE	BASIC RESTORATIVE	MAJOR RESTORATIVE	ORTHODONTIA
Coinsurance: DHA" PPO Non-PPO	100%	80%	80%	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)

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.

Dental Health Alliance® -For referral to a PPO Provider, call 800.442.7742 or go to www.dha.com

CLAIMS/CUSTOMER SERVICE:

Assurant Employee Benefits, PO Box 2940, Clinton, IA 52733 (800) 442-7742

APPENDIX C

ATTACHMENT 11.11.11)

CITY OF YPSILANTI Plan E

PAID IN FULL EXAM & LENSES WITH EXTRAS 12 MONTH BENEFIT FREQUENCY*

This plan provides for payment in full for the exam. The lens allowance is in full for covered services and/or materials up to the Reasonable and Customary (R&C) scheduled payment. The MECA participating providers accept Reasonable and Customary fee as payment in full. Patients may go to either a network optometrist (O.D.) or a network ophthalmologist (M.D.) and a basic examination will be covered in full. A fixed maximum benefit allowance is established for contact lenses and frames. Patients have total freedom of choice for their doctors or opticians: they may see any doctor throughout the country and receive the out-of-network reimbursement. Since MECA network doctors have agreed to accept benefit assignment and wait for payment from us for all covered items, if one chooses to see a network doctor, the covered individual is only responsible for the balance on frames, contacts, any co-payment and non-covered items they choose and, therefore, should have less out-of-pocket expense.

<u>BENEFIT COVERAGE</u>	<u>PLAN PAYS</u>	<u>OUT OF NETWORK PAYMENT</u>
EXAMINATION		
MD	Reasonable & Customary	\$
O.D.	Reasonable & Customary	\$ 50
LENSES (Pair)		
Single Vision	Reasonable & Customary	\$ 60
Bifocals	Reasonable & Customary	\$ 85
Trifocals	Reasonable & Customary	\$ 105
Progressive	Pay same as trifocal	\$ 105
EXTRA		
Polycarbonate	\$ 40	\$ 40
FRAME	\$ 100	\$ 100
CONTACT LENSES		
Cosmetic	\$ 200	\$ 200
Med. Necessary	\$ 400	\$ 400
(In lieu of FRAME AND LENS)		

ESTIMATED

MONTHLY COST:

Singh?

\$ 7.18
\$17.75

The rates illustrated include MECA's administrative service fee.

* The rate is a weighted average of single and family rates

MEOW

MEOW is a registered trademark of MEOW.

APPENDIX D

CITY OF YPSILANTI FIRE AND POLICE RETIREMENT SYSTEM DEFERRED RETIREMENT OPTION PLAN: DROP

A. OVERVIEW

Effective _____, 2008, any employee who is a member of the _____ Union ("Union") and a member of the City of Ypsilanti Fire and Police Retirement System ("Retirement System") may at any time voluntarily elect to participate in the City of Ypsilanti Fire and Police Retirement System Deferred Retirement Option Plan ("DROP") after attaining 20 years of service credit regardless of age. Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of his or her monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the DROP Date. During DROP participation, the Participant continues with full employment status and receives all future promotions and benefit/wage increases, and is considered an employee of the City, not a retiree. The Participant's DROP Benefit shall be credited monthly to the Participant's DROP Account which shall be established within the Defined Benefit Plan of the City of Ypsilanti Fire and Police Retirement System. The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the Retirement System ("Retirement Board"). Upon termination of employment, the retiree shall begin to receive payment or payments from his or her individual DROP Account as described herein. The DROP payment or payments are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

B. ELIGIBILITY

Effective _____, 2008, any employee who is a member of the Union and a member of the Retirement System may at any time voluntarily elect to participate in the DROP after attaining 20 years of service credit regardless of age. The member's election to participate in the DROP shall not operate to change or in any way modify the Retirement System's minimum requirement for a normal service retirement.

C. PARTICIPATION PERIOD

The maximum period for participation in the DROP is eight (8) years (the "Participation Period"). There is no minimum time period for participation. A DROP Participant must cease employment with the City of Ypsilanti within eight (8) years from their DROP Date. The election to participate in the DROP is voluntary; however, an employee's application and election to participate in the DROP shall constitute an irrevocable election to terminate employment and retire no later than eight (8) years after his or her effective DROP date.

Upon termination of employment, the retiree shall commence receipt of the monthly retirement benefit previously credited to their DROP Account, unless an Optional form of benefit is elected pursuant to Subsection E. Failure to terminate employment at the expiration of the DROP Participation Period shall result in the forfeiture of the Participant's monthly pension benefit otherwise payable to his or her DROP Account until termination of employment. The foregoing statement shall not be interpreted as allowing the DROP Participant the option of continuing employment after the expiration of his or her DROP period. Interest on the DROP Account however, will continue to accrue during such a forfeiture period, pursuant to Subsection G.

. ELECTION TO PARTICIPATE

Once commenced, DROP Participation is IRREVOCABLE (except as specifically provided in Subsection M herein). An employee who wishes to participate in the DROP, shall complete and sign such application form or forms as shall be required by the Retirement Board no less than 30 days, but no more than 90 days prior to their intended DROP Date. The Retirement Board shall review the application within a reasonable time period and make a determination as to the employee's eligibility for participation in the DROP. On the employee's effective DROP Date, he or she shall become a DROP Participant, and shall cease to accrue additional retirement benefits otherwise credited to active members of the Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection L). A Participant's DROP Date only applies to the employee's retirement benefit provisions as provided herein and not to any other contractual benefits or retiree medical benefits in effect or accruing after a Participant's DROP Date.

Except with regard to the retirement benefits expressly provided herein, DROP Participants will continue with full employment status with all rights and privileges afforded to employees in this Union, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

A. DROP BENEFIT

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if the employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection F and/or actuarial reductions as a result of the employee electing an Optional form of benefit under the Plan, if applicable).

The calculation of the employee's "Average Final Compensation" ("AFC") shall be based upon

the contract provisions in effect on the employee's DROP Date and to the extent applicable, shall include all monies which, if the employee had terminated employment on their DROP Date, would have otherwise been included in calculating the Employee's AFC. It is expressly understood that the actual amount of "separation buyout monies" included in AFC may be different in amount than the "separation buyout monies," if any, paid to the DROP Participant at actual termination of employment.

The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may prior to his or her DROP date elect to receive his or her benefit in the form of the Retirement System's Option I or Option II benefit and nominate a named beneficiary in accordance with the Retirement System provisions. A Participant's DROP Benefit that is credited monthly in to the Participant's DROP Account shall not change during the Participant's DROP Participation. The term "spouse" for purposes of survivorship benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of employment and the retiree's date of death in the event such death occurs after termination of employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

F. ANNUITY WITHDRAWAL

An employee who elects to participate in the DROP (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Retirement System) may elect the Annuity Withdrawal Option provided by the Retirement System at the time of electing DROP participation.

Such election shall be made commensurate with the Participant's DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as his or her monthly retirement benefit from the Retirement System after termination of employment. DROP Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

The annuity withdrawal amount (accumulated contributions) shall be withdrawn from the Retirement System either at the time of DROP election, or at termination of employment, at the election of the DROP Participant. All withdrawal provisions and options under the Retirement System which are available to members shall be available to the DROP Participant at such time as he or she elects withdrawal of his or her accumulated contributions.

At the time of the Annuity Withdrawal election, if an employee is electing a straight life form of benefit with no qualifying spouse, the annuity withdrawal reduction computation is based in part upon the actuarial life expectancy of the employee (rather than the life expectancies of

both the Employee and a qualified spouse). There shall be no adjustment to the benefits payable to the DROP Participant upon the Participant's subsequent marriage. In the event such spouse (i.e. qualified after calculation of the annuity withdrawal election) subsequently qualifies for benefits payable by the Plan, said benefits shall not be adjusted based upon the Employee's annuity withdrawal election.

If allowed by applicable law and regulation, employees hired on or after July 1, 2012 shall not be eligible for the annuity withdrawal option.

G. DROP ACCOUNTS

For each individual DROP Participant, a DROP Account shall be created in which shall be accumulated at DROP Interest the Participant's DROP Benefits. All DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Retirement Board in the same manner as all Retirement System assets. DROP Interest for each DROP Participant shall be at a fixed rate of 4.0% per annum with interest credited on the first day of each month on the prior month's principal and interest balance. By way of example, the following illustration is provided: The DROP Interest rate is 4.0% per annum compounded monthly (e.g..3333% monthly). An individual's DROP Account balance on June 1, 2007 is \$12,500 (including principal and interest). On July 1, 2007, the individual's DROP Account will be credited with \$41.66 in interest.

The Retirement Board shall provide each DROP Participant with an annual statement of his or her account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting records of the Retirement System and not to the actual segregation of moneys in the funds of the Retirement System.

H. CONTRIBUTIONS

The employee's contributions to the Retirement System shall cease as of the Participant's DROP Date for each employee entering the DROP.

The payroll of DROP Participants will be included in the covered compensation upon which regular City contributions to the Retirement System are based. Employer contributions shall be credited to the Retirement System and not to any individual's Drop Account.

D.DISTRIBUTION OF DROP FUNDS

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination, of the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the Participant or recipient;

- 2) A partial lump sum distribution to the Participant or recipient;
- 3) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures;
- 4) An annuity payable for the life of the Participant or recipient;
- 5) An optional form of annuity as established by Public Act 345 of 1937, as amended; or
- 6) No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law;

Lump sum or partial lump sum distributions which would exceed Internal Revenue Code Section 415 limits will not be authorized. A former Participant may change his or her distribution method as may be applicable no more than once per year prior to June 30th of each year in accordance with such procedures and time guidelines as adopted by the Retirement Board. A former Participant may elect a total lump sum distribution for any remaining balance in his or her DROP Account at any time after termination of employment which will be paid within 90 days after receiving the former Participant's request. All benefit payments under the DROP shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1st following the later of:

- 1) The calendar year in which the Participant attains age 70¹/₂, or
- 2) The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 (or such other amount as provided in internal Revenue Code Section 411(a)(11)(A)), then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the former Participant.

Any and all distributions from the Participant's DROP Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

J. DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, if a DROP Participant dies either before full retirement (i.e., before termination of service), or during full retirement (i.e., after termination of service), but before the DROP account balance has been fully paid out, the Participant's designated beneficiary or beneficiaries shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the DROP account balance shall be payable to the Participant's beneficiary of benefits from the Retirement System. If there is no such beneficiary, the DROP account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Retirement System shall be determined as if the DROP Participant had separated from service on the day prior to his or her date of death.

K. DISABILITY DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a police officer in accordance with the provisions of the Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the Participant had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Retirement System, except as specifically provided in Subsection L.

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the employee's employment with the City, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the employee from the Participant's DROP account or payment of disability or retirement benefits to the employee from the Retirement System.

If a DROP Participant dies in the line of duty while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary or beneficiaries may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs within 90 days of Participant's date of death and before payment of a distribution from the Participant's DROP Account or payment of benefits from the Retirement System.

If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed and the Participant, or the Participant's beneficiary or beneficiaries as applicable, is entitled to all benefits provided by the Retirement System as if a DROP election had not been made. In the event of revocation of DROP Participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the employee to the Retirement System and the employee shall receive service credit for all service rendered during DROP Participation or as otherwise provided in the applicable collective bargaining agreement.

. PROMOTION

In the event a member of the Union is promoted to a position out of the bargaining unit, but to a position covered by the Retirement System, DROP Eligibility, DROP Participation and

membership in the Retirement System shall continue under the same terms and conditions as stated herein including the Participation Period pursuant to Subsection C above.

N. INTERNAL REVENUE CODE COMPLIANCE

The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

The DROP Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plan as the Retirement Board shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

EFFECTIVE JULY 1, 2022

IAFF WAGE SCHEDULE

FIREFIGHTER	F01-1	F01-2	F01-3	F01-4	F01-5
ANNUAL	\$47,452.65	\$51,738.75	\$56,413.35	\$62,038.20	\$70,350
BIWEEKLY	\$1,825.10	\$1,989.95	\$2,169.74	\$2,386.08	\$2,705.77
HOURLY	\$16.899	\$18.425	\$20.090	\$22.093	\$25.053

FIRE LIEUTENANT (112%)*

ANNUAL	\$78,792
BIWEEKLY	\$3,030.46
HOURLY	\$28.059

FIRE CAPTAIN (117%)*

ANNUAL	\$82,309.5
BIWEEKLY	\$3,165.75
HOURLY	\$29.313

FIRE MARSHALL (125%)*

ANNUAL	\$87,937.5
BIWEEKLY	\$3,382.21
HOURLY	\$42.277

* OF TOP PAID
FIREFIGHTER

EFFECTIVE JULY 1, 2023

IAFF WAGE SCHEDULE

FIREFIGHTER	F01-1	F01-2	F01-3	F01-4	F01-5
ANNUAL	\$49,825.28	\$54,325.69	\$59,234.02	\$65,140.11	\$73,867.50
BIWEEKLY	\$1,916.36	\$2,089.45	\$2,278.23	\$2,505.39	\$2,841.06
HOURLY	\$17.744	\$19.346	\$21.094	\$23.198	\$26.306

FIRE

LIEUTENANT (112%)*

ANNUAL	\$82,731.60
BIWEEKLY	\$3,181.98
HOURLY	\$29.462

FIRE

CAPTAIN (117%)*

ANNUAL	\$86,424.98
BIWEEKLY	\$3,324.04
HOURLY	\$30.778

FIRE

MARSHALL (125%)*

ANNUAL	\$92,334.38
BIWEEKLY	\$3,551.32
HOURLY	\$44.392

* OF TOP PAID FIREFIGHTER

EFFECTIVE JULY 1, 2024

IAFF WAGE SCHEDULE

FIREFIGHTER	F01-1	F01-2	F01-3	F01-4	F01-5
ANNUAL	\$52,316.55	\$57,041.97	\$62,195.72	\$68,397.16	\$77,560.88
BIWEEKLY	\$2,012.18	\$2,193.92	\$2,392.14	\$2,630.66	\$2,983.11
HOURLY	\$18.631	\$20.314	\$22.149	\$24.357	\$27.621

FIRE

LIEUTENANT (112%)*

ANNUAL	\$86,868.19
BIWEEKLY	\$3,341.08
HOURLY	\$30.936

FIRE

CAPTAIN (117%)*

ANNUAL	\$90,746.23
BIWEEKLY	\$3,490.24
HOURLY	\$32.317

FIRE MARSHAL (125%)*

ANNUAL	\$96,951.10
BIWEEKLY	\$3,728.89
HOURLY	\$46.611

* OF TOP PAID FIREFIGHTER

EFFECTIVE JULY 1, 2025

IAFF WAGE SCHEDULE

FIREFIGHTER	F01-1	F01-2	F01-3	F01-4	F01-5
ANNUAL	\$54,147.63	\$59,038.44	\$64,372.57	\$70,791.06	\$80,275.51
BIWEEKLY	\$2,082.60	\$2,270.71	\$2,475.87	\$2,722.73	\$3,087.52
HOURLY	\$19.283	\$21.025	\$22.924	\$25.210	\$28.588

FIRE

LIEUTENANT (112%)*

ANNUAL	\$89,908.57
BIWEEKLY	\$3,458.02
HOURLY	\$32.018

FIRE

CAPTAIN (117%)*

ANNUAL	\$93,922.35
BIWEEKLY	\$3,612.40
HOURLY	\$33.448

FIRE MARSHAL (125%)*

ANNUAL	\$100,344.38
BIWEEKLY	\$3,859.40
HOURLY	\$48.242

* OF TOP PAID FIREFIGHTER

EFFECTIVE JULY 1, 2026

IAFF WAGE SCHEDULE

FIREFIGHTER	F01-1	F01-2	F01-3	F01-4	F01-5
ANNUAL	\$55,772.06	\$60,809.59	\$66,303.74	\$72,914.79	\$82,683.78
BIWEEKLY	\$2,145.08	\$2,338.83	\$2,550.14	\$2,804.42	\$3,180.15
HOURLY	\$19.862	\$21.656	\$23.612	\$25.967	\$29.446

FIRE

LIEUTENANT (112%)*

ANNUAL	\$92,605.83
BIWEEKLY	\$3,561.76
HOURLY	\$32.979

FIRE

CAPTAIN (117%)*

ANNUAL	\$96,740.02
BIWEEKLY	\$3,720.77
HOURLY	\$34.452

FIRE MARSHAL (125%)*

ANNUAL	\$103,354.71
BIWEEKLY	\$3,975.18
HOURLY	\$49.690

* OF TOP PAID FIREFIGHTER



Memo

To: Mayor, City Council and City Manager
From: Joe Meyers, Director of Community Services
Date: September 3, 2024
Subject: 326 E Michigan Land Purchase

Staff has been working with the Youth Arts Alliance on the potential construction of a community center on city-owned property at 326 E Michigan, located between the Rent-A-Center and Enterprise for the last year and a half. They have been awarded a \$750,000 grant from the State of Michigan for the project. The project has stalled, in part, with the large turnover of staff in the Community and Economic Development Department that has occurred over the past year and a half. While the staff that has remained has worked diligently to assist the project, the transition of three city planners has slowed the project. The CBO process states that any sale of publicly owned land requires a Tier 2 process regardless of the cost of the purchase. In reviewing the city's assessment records, the actual cost of the incentive would potentially be \$9,015, as the land is valued at \$18,015, and their requested purchase price is \$9,000. The Youth Arts Alliance is proposing to build the Home for Healing which is an arts and culture based community center providing space for community organizations to collaborate in offering programming, resources, services and arts studio space for skill building, healing & holistic support for Ypsilanti residents across the lifespan (see attached proposal).

The city has owned this land for 19 years and is required to mow and plow the property regularly which costs approximately \$3,000 annually. While several attempts have been made to develop it, none have been successful due to severe site constraints. In reviewing the Community Benefits Ordinance processes that have taken place over the past two years, we have estimated that each process costs over \$10,000 in staff/lawyer time as well as mailings as broken down below:

Task	Estimated Cost
Mailings x3 @ 1000-foot boundary with all tenants notified	\$650 per mailing for a total of \$1,950
8 Meetings w/prep time for two staff members 4 hours per meeting	\$3,500
Legal Review w/staff @ 20 Hours	\$4,800
Total	\$10,250

Staff requests that this project be considered as meeting the intent of the Community Benefits Ordinance and that the process be waived. Their preliminary request is attached and will be in the packet for next week's meeting. If Council determines that a Community Benefits Ordinance process is warranted, staff request that a committee begin the process to get this project completed. The Youth Arts Alliance has a tight timeline as their state grant needs to be expended by June 2025 so any time saved can help ensure the completion of the project.

Youth Arts Alliance
209 Pearl Street, Suite 4
Ypsilanti, MI 48197

To whom it may concern:

[Youth Arts Alliance](#) seeks to purchase the city owned property located at 326 East Michigan Avenue, Ypsilanti, MI 48198 for the cost of \$9,000 for the development of Home for Healing Community Center. This prospective purchase will include the engagement of a collective of committed organizations and community members who seek to utilize the space.

Home for Healing is an arts and culture based community center providing space for community organizations to collaborate in offering programming, resources, services and arts studio space for skill building, healing & holistic support for Ypsilanti residents across the lifespan. Home for Healing will offer healing centered arts programming, youth mentorship and leadership development, multi-disciplinary trainings, workshops, support groups, healing circles, literacy support, health education, capacity building for organizations and people serving community, and skill building practices, organizing and civic engagement support.

Home for Healing is a community center built for multi-disciplinary programming engagement with well-vetted and trusted community organizations who are currently, and have historically served residents of Ypsilanti. The expansive aforementioned resource offering is galvanized by direct and sustained relationships with hundreds of residents in Ypsilanti. Additionally, Home for Healing seeks to increase capacity and impact for emergent organizations who are showing impact and utilizing best practice frameworks by providing a community center as neighborhood resilience hub. The collective of these woven efforts share the targeted geographic areas of zip codes 48197 and 48198.

The collaborative efforts of Home for Healing coalition building and planning have been in development for 2 years and have been supported, in part, through a Community Impact grant program through formerly United Way of Washtenaw County, now United Way of Southeastern Michigan. [The Michigan Department of Labor and Economic Opportunity has awarded Youth Arts Alliance \\$750,000 in capital support for the development and construction completion of Home for Healing Community Center.](#) The grant program builds on Gov. Gretchen Whitmer's 'Make it in Michigan' strategy to win projects, invest in people and revitalize places.

The collaboration and support of the City of Ypsilanti and its residents in the sale of the city owned parcel is greatly appreciated as we seek to provide more accessible and abundant resources for all ages at no cost to residents.

In gratitude,



Heather Martin, MSW
Founding Director | Youth Arts Alliance | heather@youthartsalliance.org

Attached is the capital spending for the completion of construction of the Home for Healing Community Center. Revenue described below LEO Community Center Capital Grant, a private donor has committed to resourcing the purchase of the city owned parcel 326 East Michigan Avenue, Ypsilanti, MI 49198. The University of Michigan Taubman School of Architecture and Urban Planning alongside T+E+A+M architectural design group are leveraging resources toward the design, structural engineering and general contracting of the construction process and timeline. T+E+A+M will work alongside engineering consultants to ensure adherence to building codes and standards as well as certify design sets.

Youth Arts Alliance	
Revenues	
LEO Community Center Grant (State of MI)	\$750,000
Private donation toward building maintenance	\$45,000
University of Michigan Taubman School of Architecture & Urban Planning	\$150,000
T+E+A+M Architectural Group	\$100,000
Youth Arts Alliance	\$50,000
Total Revenue	\$1,095,000

LEO Community Center Grant Support for Home for Healing Community Center Construction:

Construction	Description	Grant Funds
Foundation	Excavation, Pin Foundations, Limited Concrete, Backfill	64,700.00
Framing	Framing, Trusses, Sheathing, General Metal, Steel	103,700.00
Roofing	Metal roofing, trim, and gutters	45,084.00
Siding/Exterior Finishes	Exterior wall finish and trim	83,300.00
Finishes & Fixtures Interior Finishes + Appliances	Cabinets, Countertops, Doors, flooring, lights, doors, windows, toilets, sinks, etc. Electric range, dishwasher, refrigerator, etc.	171,500.00
Landscaping & Community Garden Landscaping + Clean up	Gravel, mulch, plants, raised beds, seeding, trees, delivery	54,000.00
Land Acquisition and related costs	Closing costs, environmental quality assessments, ADA compliance, building inspection fees, maintenance	0.00
Total Construction		522,284.00

Projected Construction Timeline:

- July 2024:
 - Submit proforma to City of Ypsilanti stakeholders to begin purchase process of identified city plot of land at 326 Michigan Ave, Ypsilanti, MI 48197.
- August-November 2024:
 - Engagement in City of Ypsilanti Community Benefits Ordinance process
 - Site Assessment; Complete site assessment (soil testing, environmental impact, foundation assessment, etc.)
- December 2024:
 - Final schematic design planning and development of construction documents
- January-February 2025:
 - Bidding process for foundation, frame construction and rough systems (HVAC, Mechanical, Plumbing, etc.); Secure bids for construction.
- March 2025:
 - Home for Healing project permitting
- April 2025
 - Site work
- May 2025
 - Foundation
- June-July 2025:
 - Framing construction
- August-September 2025:
 - Exterior Finishes
- October-November 2025:
 - Major Systems Rough-ins
 - Plumbing, Electrical, HVAC
- December 2025-March 2026:
 - Interior Finishes, Appliances, Technology and Furnishings
- April-May 2026:
 - Clean up and Landscaping
- June 2026
 - Home for Healing Community Center Community Welcoming

Accessible Community Build Model:

Home for Healing Community Center is being constructed through a co-operative, community build model, where labor expenses are reduced significantly in partnership with committed volunteer teams, trade education programs and leveraging industry stakeholders involvement in consultation, oversight and sweat equity investment in the community center construction. This research model has been vetted through projects across the country. Additionally, material donations reduce capital expenses.

Adam Fure (Principal Investigator and Project Lead for Architectural Design) Associate Professor of Architecture, Taubman College; Principal, [T+E+A+M](#) will leverage construction project management including coordination with community partners, architectural design, finances, permitting, and other aspects related to construction management. Additionally, Caleb Nieto, Master of Architecture Student, Taubman College will leverage build and construction supervision with a decade of construction experience, including project management for Habitat for Humanity from 2017 to 2022. Nieto is also completing the process of becoming a licensed builder.

Sustainability Model:

Home for Healing Community Center will be activated through a collective of organizations, direct service providers and resource delivery stakeholders. The Home for Healing project is growing from coalition building, where the aforementioned collective is currently and has been serving the Ypsilanti community collaboratively. That is, Home for Healing Community Center will serve as a community hub for healing-centered arts and culture programming, resources, education, mental health support, mentorship and more; these efforts are currently funded respectively with organizations in their areas of expertise and mission work. The programming of the community center and resources provided are currently fully funded across the coalition of organizations utilizing the Home for Healing Community Center space for mission driven work. The project anticipates larger funding support through grants, contracts and private philanthropic investment once the community center construction is complete and Home for Healing Community Center is activated and the community is welcomed.



Resolution No. 2024-194
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Cornelius Williams 633 Campbell Ave Ypsilanti 48198	Police Advisory Commission	02/01/2028

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6629

Date Submitted: 7/26/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Cornelius Williams

Email Address*

[REDACTED]

Address*

633 Campbell Ave

City*

Ypsilanti

State*

MI

Zip Code*

48198

Phone Number*

[REDACTED]

Number of Years in the Community*

18

Ward You Live In

Ypsi Twp

Education

BS ASC

Occupation

Public Health Consultant

Employer

Care Based Safety

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

- ☐ Yes
☒ No

Are you registered to vote in the City of Ypsilanti?

- ☐ Yes
☒ No

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

- | | | |
|--|---|--|
| ☐ Review and Tax Assessment Board | ☐ Ypsilanti Housing Commission | ☐ Arts and Parks Commission |
| ☐ Board of Ethics | ☐ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☒ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

To help inform decision making processes and contribute to creating strategies that center equity, safety, and community.

Work/volunteer experience related to the board or commission:

Care Based Safety– Advocacy Lead

2024-PRESENT

Michigan Opioids Task Force– Committee Member

2023-Present

Decriminalize Nature Michigan — Outreach Director/President

2022 - PRESENT

Collegiate Recovery Program, WCC —Officer

2022 - PRESENT

Michigan Opioid Task Force REWG — Member

2023 -PRESENT

Care-Based Safety Advisory Board — Member

2023 -PRESENT

Michigan Dance Safe — Site Coordinator

2023 -PRESENT

Michigan Drug Users Health Alliance — Member

2023 -PRESENT

Students for Sensible Drug Policy — Member

2023 -PRESENT

Student Association for Psychedelic Studies — Member

2023 -PRESENT

Presenter at MDHHS Learning Collaborative for Faith Communities– Invited to present on Impacts of Stigma and Policy on Harm Reduction Efforts

Public Health Consultant WSU– Currently consulting on Wayne County Naloxone Distribution Program

Presenter at 2024 Michigan Harm Reduction Summit– Selected to present on a panel discussion on community response to high dose naloxone alternatives.

Community Narcan Distribution and Training — Through a stipend from WCC Collegiate Recovery Program I designed a community Narcan distribution and training program providing services for 32 Ypsilanti Businesses, summer 2023.

Presenter at 2023 MIHEN Conference — Participated as a presenter with a presentation on Peer Education and Harm Reduction.

Presenter at 2023 Washtenaw Opioid Summit — Participated as a presenter with a presentation on Harm Reduction and Policy Reform.

WCC Narcan Training Winter 2023 — Lead a staff and student combined Narcan training session.

WCC Faculty Narcan Training 2023 — Lead a Narcan training breakout session for WCC faculty

SSDP Resolution Presentation 2023 —Participated in a presentation for the Washtenaw County Prosecutor's office proposing decriminalization of all illegal substances in Washtenaw County in an effort to establish a safe drug supply.

Entheofest 2023 —Was invited to speak on Harm reduction and Policy Reform at Ann Arbor's 3rd annual Entheofest.

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



Resolution No. 2024-195
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Jane Munro 48 N Huron St., Apt. #1 Ypsilanti 48197	Human Relations Commission	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6620

Date Submitted: 7/19/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Jane Munro

Email Address*

[REDACTED]

Address*

48 N Huron St, Apt #1

City*

Ypsilanti

State*

MI

Zip Code*

48197

Phone Number*

[REDACTED]

Number of Years in the Community*

14

Ward You Live In

3

Education

High school graduate; Realtor from ~1992-2008. ~20yrs landlord, ~7yrs professional property manager

AWF ✓

8/30/24

Occupation

Retired

Employer

Retired

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

- ☐ Yes
☒ No

Are you registered to vote in the City of Ypsilanti?

- ☒ Yes
☐ No

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

- | | | |
|--|--|--|
| ☐ Review and Tax Assessment Board | ☐ Ypsilanti Housing Commission | ☐ Arts and Parks Commission |
| ☐ Board of Ethics | ☒ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☒ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

During a 7.18.24 meeting a commissioner on the Human Resources Commission expressed a need for property managers or landlords to be involved in the commission. I am retired and do not use computers nor email much.

Work/volunteer experience related to the board or 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



Resolution No. 2024-196
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
John Paul Myers 633 Campbell Ave Ypsilanti 48198	Human Relations Commission	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6672

Date Submitted: 8/25/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

John Paul Myers

Email Address*

[REDACTED]

Address*

701 East Forest Avenue

City*

Ypsilanti

State*

MI

Zip Code*

48198

Phone Number*

[REDACTED]

Number of Years in the Community*

19

Ward You Live In

3

Education

In freshman year of college

Occupation

At-home caregiver

Employer

Privately employed

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

☐ Yes

☒ No

Are you registered to vote in the City of Ypsilanti?

☒ Yes

☐ No

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

☐ Review and Tax Assessment Board

☐ Board of Ethics

☐ Fire Civil Service Commission

☐ YCUA

☐ Ypsilanti Downtown Development Authority

☐ Economic Development Corporation/Brownfield Redevelopment Authority

☐ Historic District Commission

☐ Ypsilanti Housing Commission

☒ Human Relations Commission

☐ Planning Commission

☐ Non-motorized Advisory Committee

☐ Zoning Board of Appeals

☐ Dangerous Buildings Officer

☐ Arts and Parks Commission

☐ Ann Arbor Area Transit Authority

☐ Police and Fire Pension Board

☐ Huron River Watershed Council

☐ Sustainability Commission

☐ Police Advisory Commission

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

I feel Ypsilanti could use a young mind and fresh ideas

Work/volunteer experience related to the board or commission:

Spent many years helping local families by various means, such as cooking food and helping elderly residents.

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



Resolution No. 2024-197
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Bekah Whitehead 150 Walton Ypsilanti 48197	Human Relations Commission	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6647

Date Submitted: 8/8/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Email Address*

Bekah Whitehead

Rebekah

Address*

150 Walton

City*

State*

Zip Code*

Ypsilanti

MI

48197

Phone Number*

Number of Years in the Community*

Ward You Live In

12

3

Education

Masters of Social Work

QWR City of Ypsi

3-1

Occupation

Complex Director

Employer

Eastern Michigan University

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

- ☐ Yes
☒ No

Are you registered to vote in the City of Ypsilanti?

- ☒ Yes
☐ No

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

- | | | |
|--|--|---|
| ☐ Review and Tax Assessment Board | ☒ Ypsilanti Housing Commission | ☐ Arts and Parks Commission |
| ☐ Board of Ethics | ☐ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☐ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

I have closely followed the work of the Human Relations Commission over the past year and have been deeply impressed by the unwavering commitment of its members to our community. My passion for evaluating and shaping policies that affect our city's most vulnerable populations aligns with the Commission's mission. With extensive experience in social services and higher education, I have gained a unique perspective on the diverse needs of our community, spanning across cultural, socioeconomic, and racial lines. I am eager to leverage this experience to serve my Ypsilanti neighbors, with a particular focus on advancing tenant rights and promoting sustainable housing accessibility that thoughtfully considers the interests of all stakeholders involved.

Work/volunteer experience related to the board or commission:

With a Master of Social Work and a career rooted in housing, I have dedicated my professional life to supporting our most vulnerable populations. My journey began at the Delonis Center, where I worked directly with individuals experiencing homelessness, and continued at Avalon Housing, where I further deepened my commitment to addressing the needs of our community. Currently, as a Complex Director at Eastern Michigan University, I have gained valuable insights into the lives of student residents in Ypsilanti and have access to university resources that can benefit the broader community.

Since moving to Ypsilanti in 2011 to attend EMU, I have remained deeply connected to this community, choosing to stay because of the strong bonds I've formed here. As a single mother, I have personally faced challenges that many of my neighbors also encounter, such as housing insecurity, ineligibility for benefits, and lack of child care resources. These experiences, coupled with my professional background, provide me with a unique perspective that I believe would be an asset to the 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



Resolution No. 2024-198
September 3, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Ravyn Kalfayan 430 South Adams Ypsilanti 48197	Human Relations Commission	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6674

Date Submitted: 8/27/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Ravyn Kalfayan
[Redacted]

Email Address*

[Redacted]

Address*

430 South Adams Apt B

City*

Ypsilanti

State*

Michigan

Zip Code*

48197

Phone Number*

[Redacted]

Number of Years in the Community*

11

Ward You Live In

Ward 1

Education

Bachelor's degree

Occupation

Marketing Project Manager

Employer

University of Michigan

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

- ☐ Yes
☒ No

Are you registered to vote in the City of Ypsilanti?

- ☒ Yes
☐ No

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

- | | | |
|--|--|---|
| ☐ Review and Tax Assessment Board | ☐ Ypsilanti Housing Commission | ☐ Arts and Parks Commission |
| ☐ Board of Ethics | ☒ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☐ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

During my childhood in Flint, I experienced housing insecurity, poverty and discrimination. Due to these experiences, I've always been vigilant to the injustices around me. After graduating from Eastern Michigan University, I realized Ypsilanti was my new home, and I've devoted myself to addressing said issues in our community. The past two years I have become more engaged in city council and county politics. Being on the Human relations commission would be a great learning opportunity for me, I would be determined to center the concerns and opinions of our citizens.

Work/volunteer experience related to the board or commission:

I have been a community organizer in Ypsilanti for 7 years. I helped run and establish Ypsilanti Gathering Space, a community run warming shelter before the city was able to provide one at the Freighthouse. I have organized on issues such as: housing affordability, homelessness, community engagement, childhood education, and food insecurity. Professionally, I have worked in the social services/advocacy realm as well, at Washtenaw Housing Alliance.

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